No. 2400

# United States Circuit Court of Appeals

## Ninth Circuit

Appeal from the District Court of the United States for the District of Oregon

OREGON & CALIFORNIA RAILROAD COMPANY, A CORPORATION, *et al.*,
Defendants and Appellants

JOHN L. SNYDER, *et al.*,
Cross-Complainants and Appellants

WILLIAM F. SLAUGHTER, *et al.*,
Interveners and Appellants

vs.

THE UNITED STATES OF AMERICA
Appellee

—o—

# TRANSCRIPT OF RECORD

## VOLUME XI

PAGES 5469-6026

LODGE
APR - 4 19
F. D. MONCKTO
C

# TITLE

## NAMES AND ADDRESSES OF SOLICITORS UPON THIS APPEAL

For Appellants
OREGON & CALIFORNIA R. R. CO., et al.:

WM. F. HERRIN,
P. F. DUNNE,
J. E. FENTON,
San Francisco, Cal.

WM. D. FENTON,
Portland, Oregon.

For Appellants—JNO. L. SNYDER, *et al.*:
A. W. LAFFERTY,
Portland, Oregon.

For Appellants—WM. F. SLAUGHTER, *et al.*:
L. C. GARRIGUS,
A. W. LAFFERTY,
MOULTON & SCHWARTZ,
Portland, Oregon.

DAY & BREWER,
Seattle, Wash.

A. C. WOODCOCK,
Eugene, Oregon.

For Appellee:

JAMES C. McREYNOLDS,
Attorney General.

CLARENCE L. REAMES,
U. S. Dist. Attorney for Oregon.

B. D. TOWNSEND,
F. C. RABB,
Special Assistants to the
Attorney General.

No._____

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*vs.*

THE UNITED STATES OF AMERICA
Appellee

—o—

# TRANSCRIPT OF RECORD

## VOLUME XI

PAGES 5469-6026

(1422) Indem. 1
1888—38.428
A-28 Selection Mar. 5 '88
List No. One Indemnity

OREGON AND CALIFORNIA RAILROAD COMPANY

land selections
Successor to Oregon Central
Vancouver Land District.
40.00 acres.
Filed January 20, 1888
Approved March 5, 1888
Noted in Selection
Docket Page 131
Posted April 17 '88, M. T. B.
W-38428-3

GOVERNMENT'S EXHIBIT NO. 111-H

B. DEPARTMENT OF THE INTERIOR.
MEL GENERAL LAND OFFICE
WASHINGTON

March 11, 1912.

I hereby certify that the annexed copies of papers and extract copy of List No. 11, of lands selected by the Oregon and Central Railroad Company, are true and literal exemplifications from the original list and papers in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

H. W. SANFORD,
(Seal) Recorder of the General Land Office.

———oOo———

Clear Lands made into
Clear List 23—Min. into Suppl. 23

List No. 11.

GRANTED LIMITS LANDS,
OREGON CENTRAL RAILROAD CO.

Oregon City, Or., U. S.
Land District.
Posted Nov. 13, 1895. M. L. M.
Noted in Selection Docket
Page 185.
95 105296 1

———oOo———

General Land Office,
Mineral Division
Nov. 20, 1895

This certifies that the tracts checked in red in Selection List No. 11, Oregon Central—Oregon City dist. herewith, are in proximity to mineral lands and will

require publication.
Approved:

J. E. WRIGHT, Chief of Division. GEO. F. POLLOCK Examiner

OFFICE OF THE
OREGON AND CALIFORNIA RAILROAD COMPANY,

Portland, Oregon.

2nd September 1895.

I, George H. Andrews, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company, hereby certify that WILLIAM H. MILLS was appointed LAND AGENT of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a regular meeting held on the 19th November, 1888, and that since that time he has been continuously, and is now, the Land Agent of the said Company,

In Testimony Whereof, I have hereunto set my hand and affixed the corporate seal of the said Company, this 2nd day of September, 1895.

GEORGE H. ANDREWS
Secretary of the Oregon and
California Railroad Company.

(SEAL)

# LIST OF LANDS IN THE OREGON CITY LAND DISTRICT, OREGON, SELECTED BY THE OREGON AND CALIFORNIA RAILROAD COMPANY, SUCCESSOR TO THE OREGON CENTRAL RAILROAD COMPANY,

The undersigned, the duly authorized Land Agent of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company under and by virtue of the Act of Congress, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May 4, 1870, and under and in pursuance of the Rules and Regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following *list of Selections* of public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the said "Oregon Central Railroad Company of Salem, Oregon," as enuring to it, and to which it is entitled, under and by virtue of the said Act of Congress, and the Acts amendatory thereof, and in virtue of the location of the line of route of the said Railroad.

WILLIAM H. MILLS
Land Agent Oregon and
California Railroad Company.

(SEAL)

STATE OF CALIFORNIA )
) ss.
CITY AND COUNTY OF SAN FRANCISCO.)

WILLIAM H. MILLS, being duly sworn, deposes and says: I am the *Land Agent* of the Oregon and California Railroad Company. The foregoing *List of Lands,* which I hereby select, is a correct list of a portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company, under and by virtue of an Act of Congress entitled "An Act granting land to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May 4, 1870. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by the granting Act, lying within the limits of twenty miles on each side of the line of route of the said railroad.

Subscribed and sworn to before me this 29th day of August, 1895.
E. B. Ryan,
Notary Public in and for the City and County of San Francisco, California.
(SEAL)

William H. Mills

UNITED STATES LAND OFFICE,

Oregon City, Oregon, Sept. 3rd, 1895.

*We hereby certify that* we have carefully and critically examined the foregoing *list of lands* claimed by

the Oregon and California Railroad Company, as successor of the Oregon Central Railroad Company, and selected by *William H. Mills,* the duly authorized *Land Agent* of the said Company, and have tested the accuracy of the same by the plats and records of this office, and that we find the same to be correct.

*We further certify,* that the lands described are surveyed, lie within the limits of twenty miles on each side of the line of route of said Railroad, and that no part of the same is returned or denominated as mineral land, claimed as swamp land, or covered by any homestead, pre-emption, State or other valid claim on file or of record in this office.

*We further certify* that the said Land Agent has paid to the undersigned, the Receiver, the sum of Four Hundred and twenty-eight Dollars in full payment and discharge of fees of Register and Receiver on said list, and that the said list has been filed and approved.

ROBERT A. MILLER,
Register

Noted in Selection
Docket Page 185.

PETER PAQUET
Receiver

Noted in Div. M. (Form 1—National Banks)

J. W. C.

No. 182

THE FIRST NATIONAL BANK OF PORTLAND,

Portland, Oregon, Sept. 6th, 1895.

I certify that Oregon & California Railroad Co. has this day deposited to the credit of the TREASURER OF THE UNITED STATE, Seventeen Hundred and five 02/100 Dollars on account of Survey Fees $1568.66, Off. Wk. $136.36 on 34091.50 acres of "Lands in Place" of the Or. Central R. R. Co. Selection List #11, Or. Cy. Dist. for which I have signed triplicate receipts.

$1705 02/100 Bk. J. W. NEWKIRK,
Cashier.

(MARGIN)

DUPLICATE.

The Depositor will send this, by the first mail, to the Commissioner of Patents, if the deposit is on account of Patent Fees; to the Commissioner of Internal Revenue, if on account of Internal Revenue; to the Treasurer U. S., if on account of Semi-Annual Duty; to the Commissioner of the General Land Office, if on account of Surveys of Public Lands.

## UNITED STATES SURVEYOR-GENERAL'S OFFICE

Portland, Oregon, Sept. 6, 1895.

I, J. C. Arnold, *Surveyor-General* for the United States, in and for the State of Oregon, hereby report and certify, that the Oregon and California Railroad Company has this day deposited with me at Portland, Oregon, a duplicate Certificate of deposit No. 182, dated Sept. 6, 1895, to the credit of the Treasurer of the United States, showing that the sum of $1568.66 has been deposited as a Cost of Survey, and $136.36 for Office Work.

I further certify that the said sums are the correct amounts of the Cost of Survey and office work for the lands mentioned and described in the *List of Lands* hereto annexed, to the extent of said list.

| | |
|---|---|
| Survey ..... | $1568.66 |
| Office Work ..... | 136.36 |
| | $1705.02 |

*In Testimony Whereof*, I have hereunto set my hand and official seal.

JOHN C. ARNOLD
Surveyor-General.

(SEAL)

GOVERNMENT'S EXHIBIT 112.

Standard
12-11-20000.

Form 3511.

SOUTHERN PACIFIC COMPANY.
LAND DEPARTMENT.

In reply please refer to
No.

Southern Pacific Land Co.
Southern Pacific Railroad Co.
Central Pacific Railway Co.
Oregon & California Railroad Co.
Oregon & California Land Co.

---

B. A. McAllaster, Land Commissioner,
F. W. Houtz, Assistant Land Commissioner,
Room 801 Flood Building.

San Francisco, Cal.

GOVERNMENT'S EXHIBIT 118.

File No. 888-26.

Received
May 18, 1905.
Land Dep't O. & C. R. R. Co.

Answered
May 19, 1905.

J. E. LUTZ,

Real Estate, Abstracts and Fire Insurance.
H. & T. C. R. R. Co. Land Agent.
Farming and Ranch Lands a Specialty.
The only Abstracts of Wilbarger Co.
E. L. McHugh, Abstracter,
Needham Stokes, Stenographer.
Vernon, Texas.

Charles W. Eberlein,
Act. Land Agt,
San Francisco, Cal.

May 18th 1905.

Dear Sir:—

I am co-operating with the W. D. Mixter Co. at Junction City, Oregon, in regards to selling Lands and sending in Emigrants into Oregon. They have sent me literature advertising that country and I have got your address out of same. I am Immigration Agent for the Ft. Worth and Denver, Frisco and Houston and Texas Central R. R'ds, and have transportation over their lines. I am the Land Agent for this Locality for the H. & T. C. and Southern Pacific R. R. Lands. I am under C. C. Gibbs at San Antonio.

I attended the Knight Templar Conclave at San Francisco last September and I was well enough impressed with Oregon to want to live here. I intend to change my location this year, and would like to join your crowd selling your lands. I have held my own in Texas for the past twenty years, and have sold more land than any other Agent in this part of Texas. If

you have a place you can use me selling your lands, let me have your proposition.

I would like to have transportation over the Southern Pacific to California and Oregon as I have sent so far this year 25 people to California to live. I have several at this time that are going to California and Oregon prospecting with view of locating. They are mostly Farmers and have Money. If I had transportation I could come out with them over your lines. There will be out of this town this Summer at least a Car Load of People for the Portland Fair. I can route them your way. Let me hear from you at once and oblige,

Yours Respt,

J. E. LUTZ.

———oOo———

File No. 388-26.

APPLICATION TO PURCHASE.

Dictated. May 19,1905.

N.

Mr. J. E. Lutz,

Vernon, Texas.

Dear Sir:

I have your favor of the 13th instant, stating that you would like to act as agent for the sale of railroad land.

As all the land belonging to the Oregon & Cali-

fornia Railroad Company is at present off the market, and the date when sales will be resumed is uncertain, we are not at this time appointing agents.

Yours very truly,

CHARLES W. EBERLEIN—S.

BRB Acting Land Agent.

Received File No. 888-82.

June 24 1905 APPLICATION TO

Land Dep't O. & C. R. R. R. Co. PURCHASE.

Answered
Jun 27 1905.

H. M. Bartlett,
Attorney at Law. *Practices in all Courts.*
Office over Post Office.
*Notary Public in Office.*

Muscatine, Iowa. June 20, 1905.

Chas. W. Eberlein,
San Francisco, Cal.

My dear Sir:—

I note you have for sale at favorable terms, a large amount of ground granted to the Oregon & California Railroad Co. There are a number of people in this section of the country who desire to emigrate to almost any place where they can find cheap land; the prices here being too high for them ever to become land owners.

My business is acting as land agent, and I would be pleased to hear from you in reference to your proposi-

tion. Owing to the Exposition being at the coast this year, it is probable that I could get a number of parties to go and look at your land, provided you could show them without me being on the ground. I, of course, could not make the trip with every person I send, although I should try to get a bunch together whom I thought were the surest purchasers and bring them out personally, provided your terms are all O. K.

If you are interested in establishing an agency in this part of Iowa, would be pleased to hear from you.

Very respectfully yours,

H. M. BARTLETT.

——oOo——

File No. 388-32.

BRB

June 27, 1905.

Mr. H. M. Bartlett,

Muscatine, Iowa.

Dear Sir:

Replying to your letter of June 20th, I beg to inform you that the Oregon and California Railroad Company lands are at present off the market, and the date when sales will be resumed is uncertain.

In the meantime no applications to purchase are accepted or filed, and no preference rights granted.

We are appointing no land agents.

Yours very truly,

CHARLES W. EBERLEIN

S

Acting Land Agent.
File No. 388-6.

APPLICATION TO PURCHASE.

Received
Feb. 27 1905

Answered
Feb 27 1905
Circular.

Land Dept' S. P. R. R. Co.

——oOo——

HOMESEEKERS EXCURSION.

Conducted under
Supervision of Immigrant's Information Bureau.
J. Lucos, Manager.

J. Lucos, Manager

Telephone 582 Main. Telephone 1648 Main.

For Southern, Western,
Northern, Pacific Coast
and Canada.

REFERENCES

Northern Pacific Ticket
Office, 208 Clark Street.

---

C. & N. W. Ticket Office
212 Clark Street, Chicago.

---

Knight & Marshall
99 Clark Street, Chicago.

S. Crawford & Sons
Lumber Dealers
Cedar River, Michigan.

---

Davis Lumber Co.
Phillips, Mich.

167 Washington Street

Chicago, Ill. Feb. 20, 1905.

Sir:

Having quite a number of applicants, mostly foreigners, wishing to purchase homes in Western, Southern, Northern, Pacific Coast States, and Canada, we kindly ask you to let us know at once what sort of homes, lots, farms, timber, and mineral lands on your list, and what price for cash and time, and what opportunities there are for man and family to earn a living on the start. State annual debts due taxes on disposing properties, number of lots, section, states, county seat, P. O. address, what property is assessed to, and the leading productions, also main industries in that locality. What commission will you allow us on sales and what time you will give us to dispose of same? We prefer absolute option on all or part of properties that you will be willing to have us dispose of. Also let us know what R. R. rates or homeseekers excursion would be from Chicago to your place.

We prefer to have you send us, if possible, some samples of vegetation, fruit and minerals which will be exhibited in our large lighted room for inspection

to visitors.

We ask big land syndicates, asosciations and R. R. corporations owners of lands, timber and minerals to furnish our representatives accompanying homeseekers excursion with free round trip tickets.

Hoping to hear from you soon, we remain,

Yours respectfully,

J. LUCOS.

Also the same circular letter as above, dated "Chicago, Ill. Dec. 28, 1904." Stamped "Received Dec. 28, 1904.

Land Dep't O. & C. R. R. Co."

File No. 888-84.

Received
July 26 1905
Land Dep't O. & C. R. R. Co.

Answered
Jul 26 1905.

——oOo——

J. H. JASBERG, Pres.
H. HERMANSON, Secy.

A. H. MARKKANEN, Vice Pres.
J. E. PORTHAN, Treas.

FINNISH AMERICAN LAND COMPANY

Capital Stock $100,000.

DEALERS IN FARM LANDS AND CITY REAL ESTATE.

200 Torrey Building.

Duluth, Minn. July 22th, 1905.

Mr. Charles W. Eberlein,

San Francisco, Cal.

Dear Sir:

We are receiving whole lot inquiries about Farming lands in Oregon, and we understand that your company has large amounts of lands for sale in Western Oregon; would you let us handle same on commission, we think we could sell whole lot of your lands.

Hoping to hear from your,

We are yours truly,

FINNISH AMERICAN LAND CO.

By F. H.

File No. 888-84.

APPLICATION TO PURCHASE

Dictated

N.

July 26, 1905.

Finnish American Land Company,

#200 Torrey Building,

Duluth, Minnesota.

Dear Sirs:

I have your letter of July 22, 1905, asking for an agency to sell the lands of the Oregon and California Railroad Company, and I write to advise you that the lands of the Oregon and California Railroad Company

are all off the market.

The date when sales will be resumed is uncertain and we are appointing no agents.

Yours very truly,

CHARLES W. EBERLEIN,

BRB Acting Land Agent.

File No. 888-87.

Received Sep 5—1905
Land Dep't O. & C. R. R. Co.

Answered Sep. 6 1905.

———oOo———

| | | |
|---|---|---|
| Farms | | |
| Fruit Land | | |
| Wheat Land | FIELD | Any Information |
| Hop Land | DEPARTMENT | concerning |
| Irrigated | The Gold Reserve | Locations |
| Land | Life Association | Climatic |
| Acre Homes | Mt. Pleasant, Mich. | Conditions |
| Timber Lands | | or |
| City Property | HOBAN & | Business |
| Business Open- | TAGGART | Propositions |
| ings | | Cheerfully |
| Stores, Mills, | Oregon State | given. |
| Factories, | Managers | |
| Hotels, etc. | | |

Room 12 No. 122½ Grand Avenue.

Stamped:

HOBAN & TAGGART

Room 4, 109½ 6th St.

Portland, Oregon.

Note Change of Address.

Portland, Oregon, September 2, 1905.

Mr. Chas. W. Eberlein,

San Francisco, Calif.

Dear Sir:

We have a large number of inquiries from eastern states, as well as from Oklahoma for farming lands in Oregon. We have already sent several thousand of the circular which has been published by the O. R. N. upon the resources and products of this country, and are getting some very good results from the same. We would like some information from you in regard to the price you have placed upon the railroad land belonging to said Company, terms, etc., as we believe that we can get a large number of people to take hold of railroad lands in this section upon small payments down and long time on the balance.

We would like to make some arrangement with the Company to send parties back in different localities to gather land seekers for Oregon. If we can make such arrangements with you on a commision basis or otherwise or by being appointed as emigrant agents for your lands.

The writer has been personally acquainted with Mr. A. L. Craig, General Passenger Agent for a number of years and can refer you to him.

Kindly give this your attention, giving us all the

necessary information you can on recipt of this letter and oblige.

Very truly yours,
HOBAN & TAGGART.

Dist. AJH

(CARD)

Farm Lands Timber Lands

Hoban & Taggart

Room 4, 109½ Sixth Street, near Washington
Rents and Business Chances

Phone Main 1588 Portland, Oregon.

APPLICATION TO PURCHASE

File No. 888-87

Dictated
N.

Sept. 6, 1905.

Messrs. Harbon & Taggart,
Room 4—109½—6th St.,
Portland, Ore.

Gentlemen:

I have your letter of September 2nd, advising that you have inquiries from the eastern states and Oklahoma for farming lands in Oregon; also stating that you would like to make arrangements with the company to send parties back in different localities to get land seekers together to bring to Oregon, and asking what ar-

rangements can be made on a commission basis for the sale of land.

In reply, I beg to advise you that all of the Oregon and California lands are at present off the market and the date when sales will be resumed is uncertain. In the meantime, no applications to purchase are accepted or filed, and we are appointing no agents to sell lands.

Yours very truly,

CHARLES W. EBERLEIN

LA S

Acting Land Agent.

File No. 888-89.

Received Sep 14 1905 Land Dep't O. & C. R. R. Co.

Answered Sep 14 1905.

Rock Falls, Ill. Sept. 9, 1905.

Charles W. Eberlein,

San Francisco, Cal.

Dear Sir:—

Please to send me information and maps relative to the lands of the Oregon & California Railroad Co. that are being put on the market in Western Oregon.

I want full information with the view of bringing a party of land seekers out there in a week or so. I have at the present time five who are thinking of coming to Oregon to settle but we had thought to take them to eastern Oregon until we saw your notice in some printed

matter that we received from the Union Pacific Co.

What are your terms to agents and rates on transportation?

Yours truly,

R. L. LEITCH.

## APPLICATION TO PURCHASE.

File No. 888-89.

Dictated
N.

September 14, 1905.

Mr. R. L. Leitch,

Rock Falls, Ill.

Dear Sir:—

I have your letter of September 9th in which you ask for maps and information relative to lands of the Oregon & California Railroad Company in western Oregon, and state that you are asking this information with the view of bringing a party of land seekers in a week or so, and request terms to agents and rates on transportation. In reply I beg to state that all of the lands of the Oregon & California Railroad Company are at present off the market and the date when sales will be resumed is uncertain. In the meantime no applications to purchase are being accepted or filed. We are appointing no agents.

Our supply of maps relative to this land is exhaust-

ed and therefore I cannot comply with your request for same.

If you would kindly write to Mr. W. G. Neimyer, General Agent, 218 Clark Street, Chicago, Ill., he will be glad to furnish you with information in regard to transportation rates.

Yours very truly,

CHARLES W. EBERLEIN

S

MO. Acting Land Agent.

File No. 888-40.

City Officers: *Mayor of Ponca City* Council:

N. M. Baskett, Mayor,
C. B. Baker, President Council
J. Flem Smith, Clerk
J. M. Hayden, Treasurer
C. D. Brown, Marshal
A. Cohlman, Ass't Marshal
A. H. Erwin, Police Judge
Eldon J. Dick, Attorney
E. L. Hopton, St. Com.
C. L. Greer, Fire Chief.

Lee Dunham
Pete Penny
J. J. McGraw
Owen A. Panton
W. A. Thomas
S. H. Shaffer

( Answered )
(Sep 19, 1905.)

G. R. Rumney
C. B. Baker

Portland, Oregon, 9/15 1905.

Received
Sep 18 1905

Land Dep't O. & C. R. R. Co.
Mr. Chas. W. Eberlein,

San Francisco, California.

Dear Sir:

I cald on Mr. W. C. Bristol, your aty here, yesterday in regard to your R. R. Lands in Oregon, and he referd me to you. I am sent here representing 50 families or more who wish to come west from Oklahoma to Oregon—while when I left home we had our minds on Government Land, but after a diligent serch through S. E. Oregon, I fail to find anything suitable for us. I think if the write kind of arangements could be made with your People, & your Prices are not to high I could land 150 families for you. Kindly inform me as to your Prices how soon they will be on sale &c &c.

Respecifuly

W. T. SMITH,
Portland O.
care Board of Trade.

File No. 388-40.

Dictated
N.

September 19, 1905.

Mr. W. T. Smith,
c/o Board of Trade,
Portland, Oregon.

Dear Sir:—

I have your letter of September 15th advising that you are sent to Portland, Oregon, in the interest of some fifty families or more, who wish to come west from Oklahoma, and inquiring in regard to the price of Railroad lands, etc. In reply I beg to advise that all of the Oregon & California Railroad Company's lands are at present off the market, and the date when sales will be resumed is uncertain. In the meantime no applications to purchase are accepted or filed and we are appointing no agents.

Yours very truly,
CHARLES W. EBERLEIN
S
MO. Acting Land Agent.

GOVERNMENT'S EXHIBIT 114.

File Bo. 885-1.
Feb. 18, 1904.

Mr. W. H. Mills, Land Agent,
San Francisco, Cal. R.R.B.

Dear Sir:

I enclose notice from Marshfield, appearing in the Oregonian of today. You will see that the law firm of

McKnight & Seabrook have raised the question of the title of the Coos Bay Wagon Road lands, upon the clause in the original grant, in which it cites that the land shall not be sold to individuals other than citizens of the United States, and in tracts not larger than 160 acres and at a price not to exceed $2.50 or less than $1.25 per acre; and in consequence they have induced a large number of persons to make application for the purchase of the lands at the General Land Office, and that they have put up $3,000.00 to try the case.

While this information may not perhaps be entirely true, yet it would seem there is no doubt but that the question may be tried out, and any decision in this case would materially affect, I think, the title to our lands, as both our grants, that is the grant of May 4th, 1870 and July 24th, 1866, contain a similar clause.

I beg to call your attention to this matted, as I deem it of considerable importance.

Very truly yours,

Acting Land Agent.

(7-3-03-2M.)

Form 8704 B.
File No. 385-1.

In applying for land, describe it by Section, Township and Range.

In all correspondence relating to contracts, always give number of contract.

Make all Drafts, Checks, Money Orders, etc., payable to Geo. H. Andrews, Agent, Portland, Or.

OREGON AND CALIFORNIA RAILROAD COMPANY LAND OFFICE.

Geo. H. Andrews,
Acting Land Agent.

PORTLAND, OR. Feb, 18, 1904.

Chas. W. Eberlein, Esq.,
Acting Land Rgent S. P. R. R. Co.,
San Francisco, Cal.

Dear Sir:

I beg to enclose herewith a clipping from the Oregonian of today, which may be of interest to you, as it raises the question whether lands of the Coos Bay Wagon Road grant can be sold in larger quantities than 160 acres and at a price exceeding $2.50 per acre. Both our grants have a similar clause to that of the Coos Bay Wagon Road grant, and I am sure that this matter will be of interest to you.

Very truly yours,
GEO. H. ANDREWS,
Acting Land Agent.

File No. 885-1.

TELEGRAM.

Number. Recd from. Time received. Sender. Receiver.
16. HN. M. JR.

San Francisco, Feby 19th, 1904.

George H. Andrews,

Portland, Ogn.

Telegraphic reports yesterday indicate attack on Coos Bay Wagon Road grant, based on provision said to be identical with that in Oregon & California Grant, with minimum charge to actual settlers. This emphasizes necessity of completion of work in taking up defaulted contracts. Push work vigorously and get in all contracts possible before attention is generally called to this provision.

CHARLES W. EBERLEIN.

2.50 PM Filed 2.18 PM.

---

2 M 15.
File No. 885.1.

TELEGRAM.

Feb. 19, 1904.

Charles W. Eberlein, 147

San Francisco, Cal.

Replying to your telegram of today. We will push the work as vigorously as possible. Sent you clippings from paper day or two ago referring to same subject.

4.30 P. M. GEORGE H. ANDREWS.

Dictated. WDC File No. 885-1.

February 19, 1904.

Subject: Provisions of Act of Congress fixing sale price granted lands Oregon & California Railroad Company $2.50 per acre to actual settlers.

Mr. Wm. F. Herrin,

Chief Counsel, Southern Pacific Railroad Company, Building.

Dear Sir:—

I beg to call your attention to the enclosed clipping appearing in yesterday's papers.

As nearly as can be determined from this published report, the Coos Bay Wagon road grant in Oregon appears to be subject to the same limitation as we found in the amendment to the granting Act to the Oregon & California Railroad Company,—directing sales to actual settlers to not to exceed $2.50 per acre.

If I am correct in this supposition, the question is of the greatest importance to our Oregon-California grant.

Would it, in your opinion, be desirable for our company to co-operate in the defense of this attack upon the Coos Bay grant, or should we keep quiet and let them make the fight themselves?

It is a matter wholly of policy, and I realize the necessity of not calling any more attention than is absolutely necessary to the provision in our grant which is already giving us trouble.

If, however, the assault on the Coos Bay grant, for an identical provision with our own, should be successful the application of an adverse decision to our grant would work great harm and injury to us.

Yours very truly,

CHARLES W. EBERLEIN,
Acting Land Agent.

(Newspaper Clipping)

## TWO HUNDRED WANT THE LAND

### Defective Title to Timber Tract Held by Oregon Company May Open Up Rich Grant.

Marshfield (Or.) February 17.—The discovery by a local law firm of a defect in the title to a large tract of land known as the Coos Bay wagon road lands, held by a corporation known as the Southern Oregon Company, has caused the filing of 200 applications for quarter sections on that tract which is one of the most valuable pieces of timber lands in the Northwest.

It is claimed that this immensely valuable tract of timber is held in trust by the Southern Oregon Company for the people, the clause in the original grant to the State of Oregon from the Federal Government being operative in which it recites that the land shall not be sold to individuals other than citizens of the United States and in tracts not larger than 160 acres and at a price not to exceed $2.50 or less than $1.20. This land has always been held as a whole by the corpora-

tion and upon this point hinges the fate of the 200 applicants for the land.

Intense excitement prevails as a result of the disclosures regarding the title. This company has persistently refused to sell a foot of land to settlers at any price. The applicants have subscribed $3000 for the purpose of fighting the suit which is to be instituted by the Southern Oregon Company.

—o—

File No. 885-1.

Dictated. February 20, 1904.

Hon. W. D. Cornish,

Vice President, Union Pacific Railroad Company,

120 Broadway, New York.

Dear Sir:—

I hand you copy of letter written to Mr. Herrin on the subject of the $2.50 limitation, sales to actual settlers in the grant to the Oregon & California Railroad Company.

The matter is going to come to a head without any action on our part.

I inclose copy of the printed reports on the subject.

I have advice from Oregon that there is considerable excitement, and undoubtedly we shall be obliged to defend ourselves vigorously.

I wired Mr. Andrews, as per copy inclosed, to keep to work vigorously with his defaulted contracts, so as to save us as much trouble as possible.

I will take this matter up with you when I see you.

I leave tomorrow night.

Yours very truly,

CHARLES W. EBERLEIN.

Inc. Acting Land Agent.

Box 1 Adverse claims & title matters.

SOUTHERN PACIFIC COMPANY

Department. File No. 385-1.

Wm. F. Herrin, Chief Counsel.

2 San Francisco, Cal.

February 24th, 1904.

SUBJECT: Application to purchase Coos Bay Wagon-road lands.

(Received )

(Feb 24 1904 )
(Land Dep't S. P. R. R. Co.)

Mr. Charles W. Eberlein,
Acting Land Agent S. P. R. R. Co.,
Building.

Dear Sir:

According to the newspaper clipping received with

your letter of the 19th instant, about two hundred persons have applied to purchase a quarter-section of land each from the Southern Oregon Company, owner of the Coos Bay Wagon-road grant, at (presumably) two dollars and one-half per acre; which land, according to the clipping, the Southern Oregon Company refuses to sell. Your letter suggests that the decision of the cases thus presented may have weight, as precedent in authority, in event a corresponding provision to that relied on by the applicants, in the Act of April 10th 1869 (16 Stat. 47) relative to our Oregon & California grant, is brought to court for construction.

The provision relied on in the Coos Bay Wagon-road grant (15 Stat. 340) is:

"Provided further, That the grant of lands hereby made shall be upon the condition that the lands be sold to any one person only in quantities not greater than one-quarter section, and for a price not exceeding two dollars and fifty cents per acre."

The corresponding provision in the Oregon & California Act of April 10th 1869, is:

"And provided further, That the lands granted by the Act aforesaid shall be sold to actual settlers only, in quantities not greater than one quarter-section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre."

As the Coos Bay Wagon-road grant contains no requirement that the Company sell the lands of its grant at all, it is not clear to me how the applicants expect to

compel conveyances to themselves of lands that Company does not want to sell; and this is equally applicable to similar applications to purchase Oregon & California lands.

By letter dated the 18th instant, Mr. W. D. Fenton called my attention to the matter—inclosing copy of a letter from himself to Mr. E. B. Seabrook, attorney for the applicants, asking the course of procedure he intends to take to enforce the applications.

I have written Mr. Fenton to keep in touch with the proceedings, and to tender our aid to the Wagon-road Company.

Very truly yours,

WM. F. HERRIN.

## GOVERNMENT'S EXHIBIT 115.

File No. 415.

Dictated. August 11, 1905.

Mr. D. A. Chambers,

McGill Building, 908 G. St., N. W.,

Washington, D. C.

Dear Sir:—

I found it necessary to wire you today as follows:

"Will Mr. Chambers or Mr. Bloss advise by wire whether land grants by Congress may be transferred to assignee or grantee, giving such the right to make and

file primary and indemnity selection lists in its own name and receive patent to itself. Local land office records in Oregon show California and Oregon Land Company as successor to Oregon Central Military Road Grant selected lands in Section 7, Township 20 South, Range 1 East, W. M., list No. 8, October 12, 1908, received patent therefor December 5, 1908. Did it require act of Congress to vest such Land Company with right to make selections in its own name and receive patent. If not, what does department require in such case. Has California and Oregon Land Company right to make indemnity selection in its own name."

Thinking that perhaps you had gone or were about to go on your vacation, I included Mr. Bloss' name as I think there is nothing in this telegram which he could not answer, and I did not desire that you should be delayed or annoyed by this telegram.

Mr. Harriman arrived here today and, of course, things are very busy around these parts.

I have been asked to get at once the information suggested in this telegram.

Long before you receive this letter I shall have received your reply, and I merely wish to explain that what I wish to know is what is the practice regarding transfers of grants made by Congress for railroad purposes, such as Southern Pacific, Oregon & California, etc. Particularly grants having indemnity rights.

I wish to know if a railroad company holding a grant can transfer the same, and if so will its transferee or

grantee be clothed with all the powers conferred by the original charter and be authorized to make selection lists in its own name as such assignee and to receive patents as such, both for primary and indemnity.

I wash particularly to be advised whether it requires any act of Congress to transfer such rights, and if not what it is the department requires in the premises.

Yours very truly,

CHARLES W. EBERLEIN,

JRH. Acting Land Agent.

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D. A. CHAMBERS File No. 415.

Attorney,

McGill Building, 908 G. Street, N. W.

Washington, D. C. August 12, 1905.

Received (Copy
Aug 17 1905 Mail to Mr. Eberlein).
Land Dep't O. & C. R. R. Co.

TELEGRAM:

Charles W. Eberlein,

Acting Land Agent Southern Pacific R. R. Co.

San Francisco, California.

(Cipher)

Translation of cipher telegram Aug. 11, 1905, to C. W. Eberlein:

Your telegram eleventh inst. Land grants may be

transferred by filing evidence thereof in General Land Office. When such evidence is accepted as satisfactory by Land Department, transferee acquires rights of its grantor. No Act of Congress required. Such satisfactory evidence having been filed by California and Oregon Land Company it, as successor of Oregon Central Military Road Company has right to select lands and receive patents in its own name.

D. A. CHAMBERS.

File No. 415.

TELEGRAM

San Francisco, August 10, 1905.

Mr. B. A. McAllaster,
Land Commissioner,
Union Pacific Railroad Company, Omaha, Neb.

Will you please advise very briefly by wire whether Union Pacific Land Company selects land for patent, or whether same is done through Union Pacific Railroad Company. If so, how was right to select transferred? Did it take act of Congress to vest in Union Pacific Land Company all the rights granted in act of Congress making grant of lands to Union Pacific or Kansas Pacific Railroad Company. Has Union Pacific Land Company exercised any right of indemnity selection.

CHARLES W. EBERLEIN.

Received RUSH File No. 415.

Aug 11 1905

Land Dep't S. P. R. R. Co. TELEGRAM.

57. U. BT. ON. 7:45 a. m. Omaha Aug 11 '05.

C. W. Eberlein,

1085 Mer Exchange Bldg, San Francisco, Calif.

The U. P. Land Company makes direct selection of its lands for patent and not through U. P. railroad company. It did not take act of Congress to vest title in the land company. The foreclosure of the K. P. Railway Company's consolidated first and Denver Extension mortgages, under which the granted lands were purchased by the Union Pacific Land Company, was recognized by the interior department as vesting the tille in the land company and patents thereafter issued direct to the land company. The land company has not exercised the right of indemnity, but could do so if it were necessary.

B. A. M'ALLASTER.

9:25 a. m.

(Copy) File O. & C. No. 415.

Dictated *Personal* August 11, 1905.

Mr. A. B. McAllaster,

Land Commissioner, Union Pacific Railroad Company, Omaha, Nebraska.

Dear Sir:—

I wired you yesterday asking for information regarding the means by which the Union Pacific Land

Company obtained control of the old Kansas Pacific grant and whether it made selections in its own name and received patents to itself on such selection lists.

I have your very prompt telegram this morning giving me the information desired, for which I am very much obliged.

X X X X

Yours very truly,

JRH. (Signed) CHARLES W. EBERLEIN.

Box 1 Adverse claims & title matter.

File No. 415 O. & C.

Dictated. August 16, 1905.

Mr. Peter F. Dunne,
General Attorney,
Southern Pacific Company,
Building.

My dear Mr. Dunne:

I beg to hand you telegraphic correspondence regarding the transferring of railroad grants made by act of Congress. I think the telegrams explain themselves.

While the Union Pacific Land Company does not furnish a case exactly in point, I think that the transfer of the Oregon Central Military Road Grant to the California & Oregon Land Company does.

The Union Pacific Railroad Company and the allied lines, namely, the Kansas Pacific Railway Company, went into the hands of a Receiver. Mortgage was foreclosed by the United States, and the *lands in*

*Kansas* granted to the old Kansas Pacific Railway Company were bought in by the Union Pacific Land Company.

The substitution in this case is complete, and the Union Pacific Land Company makes its own selection of lands formerly granted to the Kansas Pacific Railroad Company and receives patents to the Union Pacific Land Company direct.

My telegram to Mr. Chambers states the facts regarding selections by and patents to the California & Oregon Land Company of lands originally granted by Congress to the Oregon Central Military Road Grant.

Mr. Chambers has undoubtedly looked this matter up. He makes no citation to department decision, but I think this matter can be brought about by conference with the officials at Washington, who are just now inclined to be friendly to us.

I think, however, that all arrangements should be made, and then the matter taken up with them,—personally, and not by letter.

If this matter once gets into the ordinary grind of the Interior Department, it may be months, or even years, before we can pull it through.

Please accept my assurance that I am at your disposal at all times in helping through this somewhat complicated, but I think altogether hopeful deal.

I go to Portland tonight, to be gone for some days;

but in case you need me I will try to hasten my return.

Yours very truly,

CHARLES W. EBERLEIN,

RCY. Acting Land Agent.

Inc.

## GOVERNMENT'S EXHIBIT NO. 116

Portland, Oregon, August 28, 1907.

## INFORMATION RECEIVED FROM DAVID LORING

Mr. Loring went to work for the Oregon & California Railroad Company on March 4, 1882, in the engineering department; shortly after, he went into the right-of-way department, and worked in these two departments until the fall of 1884. Mr. Schulze had resigned as land agent of the O. & C., and Mr. I. R. Moores had recently died. The Board of Directors and the Farmers Loan & Trust Company were unable to agree upon a land agent, and the Board made George H. Andrews acting land agent, in which capacity he served until 1904. Shortly after, Mr. Andrews was made acting land agent, Mr. Loring was assigned to work in the land department, commenced his duties as such in the fall of 1884 or early in 1885, and served in that capacity until Mr. Andrews retired. During this time, Mr. Loring had general charge of the office work, conducted many of the investigations for the sale

of lands personally, and in a general way had charge of the records of the office, all subject, of course, to Mr. Andrews. Mr. Loring personally wrote and prepared most of the deeds executed during the period he was so employed.

At the time Mr. Loring entered the land department, Mr. Andrews had full charge subject to General Manager Koehler and President Villard, and this condition continued until after the Southern Pacific Company secured the road; in other words, the land department matters were entirely within the control of men who represented the Oregon & California Railroad Company. Shortly after the Southern Pacific secured the road, a general land department of all Southern Pacific lines was established at San Francisco, and William H. Mills was made land commissioner. He had charge of the railroad lands of all of the companies then controlled by the Southern Pacific system. Mr. Madden had direct charge of either the old Southern Pacific or the Central Pacific, subject to Mr. Mills who gave but little personal attention to those lands.

After Mr. Mills was appointed land commissioner, the general policy concerning lands was dictated from San Francisco by Mills or frequently, by Mr. Huntington himself. Mr. Huntington did not have full control of the Southern Pacific at the time it acquired the Oregon & California. There was considerable of a struggle for the control of the road for a few years.

The land department was maintained in this general

manner until sometime in 1902, when Mr. Eberline was sent out as the representative of Mr. Harriman, or so it was generally understood. Mr. Eberline immediately began a thorough investigation of the entire records of the land department. Shortly after Mr. Eberline took charge, he ordered the sale of all timber lands to stop, and but few sales of any lands were made after that. Most all of the land in the grant had more or less timber on it at that time. There was but a few straggling sales made after Mr. Eberline stopped the sales.

At the time Mr. Loring went into the office, a considerable part of the lands were graded,—Mr. Loring now thinks a large part of the lands that had been patented were graded,—he is not certain as to the quantity —but the grading was indicated by pencil notations on the plats in the office, these notations simply consisting of prices. There had been some cruising before that time, but only of small parts of the grant. Mr. Moores had been connected with the land department from the start, and he was very well acquainted with the land generally throughout the valley, and Mr. Loring thinks that a large part of the grading was made upon his individual judgment. After Mr. Andrews and Mr. Loring went into the land department, they found frequent instances where the lands were rated too low, and as a result, Mr. Andrews and Mr. Loring began grading the lands up to actual value so far as known, and this policy continued during all of the time Mr. Loring and Mr. Andrews were in the office. Their uniform policy was to ascertain the reasonable value of lands,

and set the price accordingly.

Mr. Loring says that always during the time he was in the office, the lands were sold at as high a price as could be obtained, and to any person who applied to purchase and would pay the price, and of as large a quantity as desired. Mr. Loring does not remember that the company ever refused to make a sale because of the provisions of the act of 1869 or of the act of 1870. For that matter, Mr. Loring does not remember that any one else than the man in Washington ever contended that he had a right to purchase under that Act. This case in Washington was in 189— sometime. Mr. Arthur C. Emmons, who is now practicing law in Portland, with offices in the Chamber of Commerce Building, was attorney for the defendant in that case, and probably remembers it thoroughly.

Mr. Loring says that it is possible that the question of the rights of actual settlers was discussed in some way at the time the quadrant suit was started, and that Judge Williams, who was attorney for the settlers, might know; or perhaps Mr. Galvani knows. Mr. Galvani at that time lived at Forest Grove. He is now head draftsman for the Oregon Electric Co., the electric line now being constructed to Salem.

From the time Mr. Loring first went to work in the land department until sometime after 1890, there was very little demand for timber lands, and most of the sales were made to people who were farming the adjoining lands or to new settlers coming in, and during this time

the actual value of a large part of the grant, so far as the then market price controlled, was really not more than $2.50 an acre, and a great deal of land was sold at prices not above $2.50; but during this same time, the sales of the better known and higher priced lands in the more thickly settled part of the valley were sold by Mr. Andrews and Mr. Loring at their actual value so far as known, as above stated. The outlying lands were in the midst of Government land, still vacant, and the Government price naturally controlled the market price of the adjoining lands. In the valley lands were sold as high at 6, 8, 10, and even $15 an acre, always according to value. When a person applied to purchase there was no effort made to ascertain if he was a settler on the land, nor the use which he intended to make of the land, nor whether he had previously purchased any lands which would exceed 160 acres added to the new purchase. There never was any attempt to ascertain whether the land sought to be purchased was susceptible of settlement. The only cruising or grading done was simply to ascertain the value of the land.

The cruisers and land examiners made notes as to the general character of the land with reference to soil and sub-soil, and as to whether the land was agricultural or grazing or timber land, but this was simply to assist in fixing the value of the land, rather than in restricting sales to actual settlers. There never was any policy of restricting the sales of even the agricultural lands to actual settlers, so far as Mr. Loring knows. All lands were sold alike, so far as the general policy was con-

cerned, to any purchaser, in any quantity, and at the highest price obtainable.

Down to 1890, there was no general demand for timber lands, and they had no such value as they have today. From 1890 to 1900, the demand for these lands increased very rapidly, and the value increased accordingly, and it was during this period that nearly all of the large timber land sales were negotiated. Before these large sales began, the general indications were that there was going to be a demand for timber lands, and that eastern buyers would be making purchases of them, and the office in anticipation of this condition, had the timber lands cruised as rapidly as possible. In this way the land department endeavored to take advantage of all market conditions for the purpose of increasing the revenues from the sales of the lands. Nearly all of the large sales were negotiated after 1890, with the exception of the sales to the bondholders in 1872-3-4.

The land business in every way was more vigorously and effectively handled after the Southern Pacific acquired the road. The principal reason for this was that before that time, the Oregon & California Railroad Co. had no money to exploit the land business, but after the S. P. acquired control, cruisings were made and no efforts spared to exploit the land business and develop and obtain as high values as possible, and this policy was persistently pursued until Mr. Eberline's time, when he stopped sales altogether.

Patents to indemnity and lien lands were delayed

on account of the manner in which the work was done in the General Land Office. Mr. Loring says that many indemnity selections were pending when he went into the office, and that many more were made by him shortly after he went into the office. The lands in the place limits were not selected so rapidly because the company knew in a general way what it had there, *and it was the policy of the company to avoid selecting as long as possible, in order to keep them off the tax rolls.* But indemnity selections were made as rapidly as surveys would permit, because a great deal of land was being lost. The place limit lands were not selected until required in a general way, first, to avoid the fees, *and second, to avoid taxes.* The Oregon & California R. R. Co. was always short of funds. After the Southern Pacific secured control selections were made of everything as rapidly as possible, and it was after this time that a large part of the place limit lands were selected. The fees for selections amounted to considerable, being $2 for each quarter section, so that while the indemnity selections were made as rapidly as possible to avoid losses, place selections were, during the years of financial adversity, delayed as long as possible.

Place lands were sold before patented, and even before acceptance of selections in a few instances where there was no doubt that selections would be approved. Mr. Loring does not remember to what extent this was done during his time, but he knows that it was done with very little restraint by Messrs. Moores and Schulze, and that a great many complications arose and had to be

straightened out during the time of Mr. Andrews and Mr. Loring.

Mr. Loring has been over a large part of the land in lower Douglas and in Josephine and Jackson counties while right-of-way agent and also on outing trips. He says that there is a large amount of land which is available for grazing and for fruit and grapes; that in that general locality fruit and grapes will grow to the best advantage, even in the mining country; that grapes seem to do best on mining soil. Mr. Loring finds it difficult to make a satisfactory estimate of the quantity of land available for agricultural purposes. There are quite large tracts all of which will be available for growing fruit and grapes, and then again, large tracts wholly unfit for any such use. Then again the largest part of the land consists of quarter sections containing land of both characters. Mr. Loring thinks the best estimate he can give would be that from 60 to 75% of all of the quarter sections remaining in the land grant, and for that matter, the even numbered sections as well, south of Roseburg, contain from 6 to 12 acres or more which can be devoted to the growing of fruit and grapes, and the balance of the quarter section can be used for grazing, and in this way the land could be used by settlers. Mr. Loring calls attention to the fact that nearly all of the timber land after the timber is removed can be seeded to timothy and grow excellent crops for grazing, and that this can be done without removing the stumps. Mr. Loring says that the quantity of land available for fruit and grapes will be greatly increased if irrigation pro-

jects are installed.

Mr. Loring remembers specifically most of the large sales to Hammond, Kelly, and the Curtiss Lumber Co.

There were hundreds of contracts forfeited at various times. There used to be a book in which all of these cancellations were recorded, but Mr. Loring thinks this book was probably destroyed in the San Francisco fire.

Mr. Loring says that the Booth-Kelly people have right from the first considered their lands as possessing a substantial value, after removing of timber, for grazing purposes, and that this subject was discussed by them on various occasions with Mr. Loring himself. In these conversations, Mr. Kelly referred to the value of the lands for grazing and other purposes after timber was removed.

The sale maps published by the company were revised from time to time, generally every two years or so. Mr. Loring attended to a large part of the corrections. At the time Mr. Eberline took charge the publication of the maps was stopped, and that explains why they are so rare today. The Southern Pacific people looked after the printing of maps because they could get the work done cheaper than the O. & C. had before paid Rand & McNally. This shows to what extent the Southern Pacific dictated the policy of the O. & C., including the land department.

Mr. Loring says that the upper end of the Willamette Valley and the Umpqua and Rogue River Valleys were in a general way taken up under the donation

laws long before the railroad grant, and that the land taken up in this manner was almost as much in quantity as now appears on the railroad map. That there was more land lost in place limits than all of the indemnity lands, so that even if the company had gotten all of the lands within the indemnity limits, it would still have lost a part of the grant.

Because of the existence of minerals in Jackson and Josephine counties, the company had all indemnity lands examined before selecting, and no selections were made of lands reported to be mineral. It is a fact that nearly every odd section was selected, but they were reported to be non-mineral before they were selected. It is also a fact that afterwards where minerals were discovered, such lands were sold as mineral lands after being patented. All contracts and deeds of lands in those counties reserved minerals, unless the existence of minerals was known and conceded by the purchaser and he bought and paid for the lands as mineral lands, in which case until about the year 1900, the minerals were not reserved. (Stopped selling minerals 1902).

Mr. Elliott probably knows as much as any person about the character of the lands now remaining in the grant. He worked as a cruiser for the company for many years.

It was understood when sales were made to men like Kelly, Hammond and Wentworth, that they were buying land principally for the timber and with no intention of settling upon it or of having others settle, in fact,

the value of the lands for timber was the principal basis of negotiations as to price.

Deeds accumulated from time to time in the office which were never delivered, because the parties never called for them, and we were unable to locate them. When all of the records were sent to San Francisco, these undelivered deeds were included among the papers sent, unless perhaps they were retained by Mr. Cotton. My recollection is that there were three or four, or possibly a half a dozen of the deeds way back during the time they were executed by Latham and Atherton, and other deeds accumulating from that time on down. There were perhaps 75 of these deeds which had accumulated down to 1902. These deeds, of course, would not appear in the public records.

Ainsworth, Ralston and Rathborn were the three old bondholders who exchanged bonds for lands in the early history of the company.

The "East Side" and "West Side" lands were all handled alike, excepting that down to 1897 they were authorized in separate lists, but after that time, the lands of both grants were included in the same serial numbers.

The manner of preparing schedule of deeds to be executed was as follows:

On the 1st of each month, all contracts fully paid up were included in a schedule prepared by myself, which was furnished to Mr. Andrews, and he prepared the schedule which was adopted at the directors' meeting. When the schedule was adopted by the Board of Direc-

tors and deeds authorized, the schedule was then handed to me, and I prepared deeds pursuant to the form prescribed by the resolution and by the contract. I then handed them to Mr. Andrews, who executed them as Secretary and sent them to Mr. Koehler who executed them as Second Vice-President. If the deeds required signature of the Union Trust Co., Mr. Koehler then sent them to the Union Trust Co. with proper letter on the subject, and when they were returned by the Union Trust Co. executed, they were sent to the Land Department for delivery. The deeds which did not require execution by the Union Trust Co., were delivered to the Land Department as soon as Mr. Koehler executed them.

Mr. Loring, immediately upon receiving the deeds, finally executed and ready for delivery, notified the grantees at their residences as the same appeared in the records of the company by postal cards. It was one of the requirements of the company that the purchaser should surrender their contract or paid up certificate, if one had been delivered to them, before the deed wonld be delivered, and the postal card advised them of that fact.

The decision in the Steel case was construed by the railroad company and conceded by the Union Trust Co. to mean that any lands which were subject to pending contracts on May 12, 1887, were not covered by the Union Trust Co. mortgage; and it was further construed by both of the parties that if any contracts executed prior to May 12, 1887 were at any time after-

wards cancelled, the lands reverted to the railroad company, but did not become subject to the Union Trust Co. mortgage, and these lands were called "non-trust" lands, and the deeds for them were later given a serial number with the initials "N. T." This applied to both grants.

There was a separate book kept containing all cancellations. I am not at all certain as to the number of these cancellations, but it seems that the number exceeded 2,500 during the entire history of the railroad. The first big batch of these cancellations was in 1885 and 1886, during the receivership, when all of the affairs of the company relating to the lands were adjusted in a general way. Notice was given to all delinquent purchasers to pay up, and those who failed to pay up, were subjected to forfeiture. This accounts for the unusual number of deeds executed during 1885, because people came in and paid up their old pending contracts. Referring to the statement above that surrender of contracts was required before delivery of deeds; the company made it a practice to require an indemnity bond in case the contract had been lost and could not be surrendered.

Mr. Loring thinks that the contract with the Pokegama Company in November, 1902 was pursuant to a former contract entered into several years prior, by the terms of which it was provided that if a certain railroad should be constructed, the Pokegama Company should be entitled to select and purchase a specified quantity of land and at a specified price, and that this contract

was entered into after Eberline had really stopped sales.

In some cases lands which had been sold under contract were sold for taxes in the different counties, the company not paying the taxes on contracted lands at first. When the railroad company afterwards forfeited these same contracts, the lands reverted to the company, but subject to these tax titles, and this is the cause of the only uncertainty as to the quantity of lands held by the company at the time Eberline took charge. Redemption was made from these tax sales wherever they were discovered, and one of the first things that Eberline did was to check the entire grant, and make provision for getting rid of the tax titles standing against it.

W. W. Bretherton was tax commissioner for the company for 18 years until Eberline took charge. Bretherton is still in Portland and in the employ of the S. P. Company as colector of freight bills or some similar capacity. He is a brother of C. E. Bretherton, the English lawyer who re-organized the company for Villard in 1881.

Mr. Loring's recollection is that none of the indemnity lands were sold prior to patent during his time, but that the primary lands were sold before patent.

In the southern part of the grant, the Land Department waited until the lists were proved before placing the lands on sale, and in most cases until patent was actually issued. It is a fact that a large part of the lands in the southern part of the grant were never offered for sale as low as $2.50 per acre. A large part of them were cruised before the company's title became

assured sufficiently to be put on sale, so that when they were first put on sale, a price in excess of $2.50 an acre was asked for them.

## GOVERNMENT'S EXHIBIT NO. 117

State of Oregon )
) ss.
County of Douglas )

Irvine P. Gardner, being duly sworn, deposes and says; His postoffice address is Myrtle Creek, Oregon; he is 37 years of age, occupation surveyor and cruiser. That he lives on a homestead in Sec. 18, Twp. 28S R 3 W, W.M. That he is Manager for the Neenah Oregon Land Company in Oregon. That he has lived in Oregon five years, and in Douglas county the same length of time. That at various times prior to coming to Oregon he worked for the Government in the state of Minnesota having charge of the appraisal and surveying of Indian land under G. L. Scott, Maj. 10th Cav. retired, U. S. A. and simon Michelet, U. S. Indian Agent, that this employment covered a period of about three years and was principally on the Leech Lake and White Earth Indian Reservation. That since coming to Oregon he has been engaged in estimating and buying timber.

That he is familiar with, and has been over repeatedly the South Umpqua Country, being township 28S R 4W; Twp 29S R's 1, 3 & 4 W; Twp. 30 S, R's 1, 2, 3, 4 and 5 W; Twp. 31S, R's 1, 2, 3, 4 and part of 5 W that part of twp. 32S R's 1, 2 and 3W north of the

Rogue River Divide in Douglas county. That from his knowledge of said area it is his judgment that one third of same is agricultural in character, and the balance largely grazing land. There are now thousands of cattle and sheep annually grazing on same.

That he is also familiar with and has repeatedly been over part of the North Umpqua country, being twp. 27S R 3 W; part of twp. 28S R 3 west; part of twp 28 S R 2 W; twp. 26S R 2W in part. That the above area, in affiant's judgment, would run one third agricultural land and two thirds, or the larger part of two-thirds, grazing land.

That affiant is not an intervenor in the suit of the U. S. vs. the O & C R.R.Co. and knows of no one who applied to purchase land of said company and was refused prior to Sept. 4, 1908.

That affiant believes if said areas above described were sub-divided into 160 acre tracts, the same percentages would obtain on an average per 160 acre tract.

IRVINE P. GARDNER

Subscribed and sworn to before me this 15th day of March 1912.

LEONARD UNDERWOOD

Special Agent G. L. O.

## GOVERNMENT'S EXHIBIT NO. 118.

Portion of newspaper "Coos Bay Times", printed and published at Marshfield, Oregon, containing purported photographs of lands, industries etc., of Coos County, Oregon.

This exhibit is not printed, but certified up, under order of Court..

## GOVERNMENT'S EXHIBIT NO. 119

State of Oregon )
) ss.
Co. of Polk )

N. V. Fuller being first duly sworn deposes and says that his residence and post office address is Dallas, Oregon where he is engaged in the Drugstore business and where he has lived for eleven years and affiant further says that for 7 years he followed cruising and land locating in Ts. 7, 8 & 9, S.-R's. 6, 7 & 8 West and is familiar with said lands and with their character. At this time, the greatest value of these lands generally speaking is for its timber although much of it would be valuable if cleared, for general farm purposes including fruit, dairying & grazing purposes.

And affiant further says that on June 11, 1907 he made an application to the Oregon & California R. R. Company to purchase the SE¼, Sec. 31, T.8 S, R.7 W. W.M., in Polk Co. Oregon, which said application was declined and said R. R. Company refused to recognize or consider the application in anyway.

W. V. FULLER

Subscribed & sworn to before me at Fuller Drug Store in Dallas Ore. this 9th day of March 1912.

E. S. FOLEY
Spl. Agent G. L. O.

GOVERNMENT'S EXHIBIT NO. 120.

State of Oregon :
:ss.
County of Jackson :

I, W. G. Grieve, a citizen of the United States, 35 years of age, residing at Jacksonville, Oregon, where I am County Assessor of Jackson County, Oregon, being duly sworn, depose and say:

I have been county assessor for about three years last past. I have lived in Jackson County, Oregon, for the last twenty-four years; and prior to becoming county assessor, I spent about seventeen years in the stock business, and about four years in locating people on government land. During my residence in Jackson County, I have lived at Central Point, Prospect, Jacksonville, on Little Butte Creek, on Big Butte Creek, and elsewhere. I have ranged cattle in almost all the out districts of said county; and through ranging cattle, locating people on lands, hunting, performing the work of county assessor, etc., have become very familiar with the lands in all parts of said county.

I have had experience in farming; and by having lived most all my life in farming communities, have be-

come familiar with agricultural conditions, particularly in said Jackson County, Oregon.

I am very familiar with the lands now owned by the railroad in the following described townships; and I estimate the number of quarter sections thereof which are suitable for settlement purposes, that is, which would support a family, at the percentages stated below:

Those which drain into Trail and Elk Creeks and the upper Rogue River, namely, Tps. 32 S. Rgs 1 W. and 1 & 2 E. W. M.; Tps 33 S. Rgs 1 W. and 1, 2 & 3 E. W. M.; Tps. 34 S. R. 1 W. & part of 1 E. & 35 S. Rgs. 1 W. & 1 E.....20%

Those which drain into Big Butte Creek, namely, T 34 S. Rgs 2 & 3 E & part of 1 E; Tps 35 S. Rgs 2 & 3 E; & parts of T 36 S. R. 3 E.....40%

Those which drain into Little Butte and Antelope Creeks, namely, Tps 36 S. Rgs 1 W & 1 & 2 E. & part of 3 E; T 37 S. Rgs 1, 2, 3 & 4 E.....20%

Those which drain into Evans & Sardine Creeks and tributaries, namely, T 33 S. Rgs 2, 3 & 4 W; T 34 S. Rgs 2, 3 & 4 W; T 35 S. Rgs 3 & 4 W; and the portions of T 36 S. Rgs 3 & 4 W which are north of Rogue River.....20%

Those drained by Sams & Beagle Creeks, namely, T 35 S. R 2 W; and part of T 36 S. R. 2 W.....50%

Those which drain into the Rogue River on the south, and into Bear Creek as far south as Ashland, namely, part of T 36 S. Rgs 2, 3 & 4 W; T 37 S. Rgs.

1, 2 & 3 W & part of 4 W; & T 38 S. Rgs 1 W and part of 2 W & 1 E.....50%

Those which drain into Jennie & Dead Indian Creeks and those south of Ashland which drain into Bear Crek, namely, T 38 S. Rgs 2, 3 & 4 E; T 39 S, Rgs 1, 2, 3, 4 & 5 E & part of 1 W; Tp. 40 S. Rgs 1, 2, 3 & 4 E; T. 41 S. Rgs. 1, 2, 3 & 4 E.....30%

Those which drain into Applegate Creek and its tributaries, namely, part of T 37 S. R. 4 W; T 38 S. Rgs. 3 & 4 W & part of 2 W; T 39 S Rgs. 2, 3 & 4 W and part of 1 W; T 40 S. Rgs 1, 2, 3 & 4 W; and T 41 S. Rgs 3 & 4 W.....15%

Taking all the quarter sections together which I have estimated above as suitable for settlement purposes, I estimate that they will average tweny acres of plow land to the quarter section; and I know that practically all of the railroad lands in the territory above mentioned is good grazing land.

I consider the above estimates as conservative; and I know that the climatic and soil conditions of the lands in Jackson County, Oregon, are favorable for agricultural purposes, and fruit growing.

W. T. GRIEVE,
County Assessor of Jackson County, Ore.

Subscribed and sworn to before this 16th day of March 1912, at the Court House in Jacksonville, Oregon, affiant having previously read the above affidavit.

HARRY E. LAUGHLIN,
Special Agent, G. L. O.

## GOVERNMENT'S EXHIBIT NO. 121.

A booklet purported to have been issued under the co-operative plan of the Southern Pacific Lines in Oregon—Wm. McMurray—General Passenger Agent,—and to have been planned and executed by the Sunset Magazine, Homeseekers' Bureau, Portland, Oregon. This Booklet purports to describe the agricultural and other resources of Lincoln County, Oregon, especially tributary to Toledo, Lincoln County, Oregon.

This exhibit is not printed but certified up, under order of Court.

## GOVERNMENT'S EXHIBIT NO. 122.

This exhibit is a purported statement made by F. A. Elliott to B. D. Townsend prior to the institution of this suit, and is set forth in full at pages 2742 etseq. of this printed record.

## GOVERNMENT'S EXHIBIT NO. 123.

This exhibit is a purported affidavit of H. S. Maloney, executed before Harry E. Laughlin, Special Agent of the General Land Office, February 29th, 1912, and is set forth in full on page——— of this printed record.

## GOVERNMENT'S EXHIBIT NO. 124.

This exhibit consists of a photograph purporting to

show improvements etc., of E. J. Mahan, a witness for complainant, on Section 17, Township 39 South, Range 1 East, Jackson County, Oregon, title to land shown having been in litigation between occupants, past and present, and the Oregon and California Railroad Company, and is within the limits of the grant to the East Side Line.

This exhibit is not printed but certified up, under stipulation of the parties and order of the Court.

## GOVERNMENT'S EXHIBIT NO. 125.

This exhibit is a booklet purporting to have been issued under the co-operative plan of the Southern Pacific Lines in Oregon and to have been planned and executed by the Sunset Magazine Homeseekers' Bureau, Portland, Oregon. This booklet purports to describe agriculture and other industries in Grants Pass, Josephine County and the Rogue River Valley, all in Oregon.

This exhibit is not printed but certified up, under order of Court.

## GOVERNMENT'S EXHIBIT NO. 126A.

"Deed of Trust of Congressional Land Grant,
"from the Oregon and California Railroad Com-
"pany to Milton S. Latham, Faxon D. Atherton
"and Wm. Norris.

"THIS INDENTURE, made and entered into at

"the City of Portland, Multnomah County, and State "of Oregon, this fifteenth day of April, in the year of "our Lord one thousand eight hundred and seventy, be- "tween the Oregon and California Railroad Company, "a body corporate, organized at Portland, in the State "of Oregon, on the seventeenth day of March, in the "year of our Lord one thousand eight hundred and "seventy, under an act of the Legislature of the State "of Oregon, approved October 14, A. D. one thousand "eight hundred and sixty-two, entitled 'An Act pro- "viding for private incorporations, and the appropria- "tion of private property therefor,' and acts amenda- "tory thereof and supplemental thereto, party of the "first part, and Milton S. Latham, Faxton D. Ather- "ton and William Norris, all of City and County of San "Francisco, and State of California, parties of the sec- "ond part,

"WITNESSETH:

"WHEREAS, the Congress of the United States "of America did, by an act approved July 25, in the "year of our Lord one thousand eight hundred and sixty- "six, and entitled 'An Act granting land to aid in the "construction of a railroad and telegraph line from the "Central Pacific Railroad in California to Portland in "Oregon,' and by acts supplemental thereto, and amen- "datory thereof, grant certain lands to, and confer cer- "tain benefits upon such Oregon company, as should be "designated by the Legislature of the State of Oregon;

"AND WHEREAS, in pursuance of such act of

"Congress, the Legislature of the State of Oregon, did "on the 20th day of October, in the year of our Lord one "thousand eight hundred and sixty-eight, by joint reso- "lution thereof, duly designate the Oregon Central Rail- "road Company, a corporation incorporated at Salem, "in the State of Oregon, April 22, in the year of our "Lord one thousand eight hundred and sixty-seven, as "the company to take and manage the lands and fran- "chises so granted to such Oregon company, by the "Acts of Congress aforesaid, which Oregon Central "Railroad Company did afterward, and within the time "required by such Acts of Congress, duly file its as- "sent to the said Acts and all the provisions thereof as "required by the same in the office of the Secretary of "the Interior of the United States at Washington City, "and did locate the line of its railroad, and prepare and "file its maps in strict accordance with all the provisions "of such Acts, and did further, prior to December 25, "in the year of our Lord one thousand eight hundred "and sixty-nine, complete over twenty miles of its rail- "road and telegraph line, and did fully equip the same "in all respects as required by such Acts of Congress, "and the said twenty miles of railroad and telegraph "line were accepted by the Government of the United "States, as in such Acts provided, and the lands to which "such company became entitled by virtue of a full and "complete compliance with all the provisions of such "Acts, and by the completion and equipment of such "twenty miles of railroad were by the Secretary of the "Interior withdrawn from market, and ordered segre-

"gated from the public domain for the use and benefit "of such Oregon Central Railroad Company, as in and "by such Acts of Congress provided;

"AND WHEREAS, the said Oregon Central Rail- "road Company did, on the twenty-ninth of March, A. "D. one thousand eight hundred and seventy, by a deed "of conveyance duly and legally made, executed, "acknowledged and delivered, bargain, sell, assign, set "over, enffeoff, convey, and confirm under the Oregon "and California Railroad Company, party of the first "part herein, all its right, title, interest, claim, property "and demand whatsoever, both legal and equitable, pres- "ent and prospective, absolute and contingent of, in, and "to the lands, franchises and benefits whatsoever, "granted or intended to be granted by said Acts of Con- "gress upon such Oregon company, and all right, title, "interest, claim, property and demand whatsoever of "the said Oregon Central Railroad Company in such "lands and franchises;

"AND WHEREAS, the said Oregon and Cali- "fornia Railroad Company, did, by a resolution of its "board of directors, at a meeting of such board, duly "called and legally held at the office of such company "in the City of Portland, on the thirteenth day of April, "in the year of our Lord one thousand eight hundred "and seventy, authorize the issue by such company, in "its name and under its corporate seal, of eighteen thou- "sand four hundred and fifty bonds, numbered respect- "ively from number one to number eighteen thousand

"four hundred and fifty; that is to say, seven thousand "four hundred and fifty bonds of the denomination of "one thousand dollars each, and numbered respectively "from number one to number seven thousand four hun- "dred and fifty, both inclusive; six thousand bonds of "the denomination of five hundred dollars each, and "numbered respectively from number seven thousand "four hundred and fifty-one to number thirteen thou- "sand four hundred and fifty, both inclusive, and five "thousand bonds of denomination of one hundred dol- "lars each, and numbered respectively from number "thirteen thousand four hundred and fifty-one to num- "ber eighteen thousand four hundred and fifty, both in- "clusive; such bonds amounting in sum total to ten mil- "lions nine hundred and fifty thousand dollars. That "all such bonds should bear date April 15, A. D. one "thousand eight hundred and seventy, and should be "payable in the City of New York, on the first day of "April, in the year of our Lord one thousand eight hun- "dred and ninety, in the gold coin of the United States, "and should bear interest at the rate of seven per centum "per annum, payable semi-annually in like gold coin of "the United States, at the banking-house of Messrs. "Dabney, Morgan & Company, in the City of New "York, which should be represented by half yearly in- "terest coupons attached to each bond, and should be "payable on the first days of April and October of each "year.

"AND WHEREAS, such board of directors did "at their meeting aforesaid by resolution duly passed, di-

"rect that all such bonds should be delivered to Milton "S. Latham and Faxon D. Atherton, two of the par- "ties of the second part herein, as trustees for the own- "ers and holders thereof, and of such persons as should "at any time hereafter become the owners and holders "thereof, and did further resolve, that a mortgage should "be duly executed by the party of the first part hereto, "under its corporate seal, and in its name, and deliver "to said Milton S. Latham and Faxon D. Atherton, "two of the parties of the second part hereto, as a se- "curity for the payment of all such bonds, both prin- "cipal and interest, which mortgage should cover and "include the railroad and all other corporate property, "real, personal and mixed, of the first part hereto, save "and except the lands, franchises and benefits granted "or intended to be granted by the Acts of Congress "aforesaid to the Oregon company, and which were "then owned by the party of the first part hereto, or in "which such company had any interest, and all which "lands, franchises and benefits were to be especially ex- "cepted from such mortgage.

"AND WHEREAS, The board of directors of the "party of the first part hereto, did, at their meeting "aforesaid further resolve, in substance and legal effect, "that in order to further provide for the security and "payment of the principal of the eighteen thousand four "hundred and fifty bonds aforesaid, so directed to be "issued by the party of the first part, and for the pur- "pose of creating a sinking fund for the redemption of "the principal of such bonds at their maturity, the party

"of the first part hereto, should by its president and sec-
"retary, and in its name and under its corporate seal,
"duly make, execute, acknowledge and deliver to Mil-
"ton S. Latham, Faxon D. Atherton and William Nor-
"ris, parties of the second part hereto, a deed of convey-
"ance of all the lands and franchises granted or in-
"tended to be granted to the Oregon company by the
"said act of Congress, approved July 25, in the year
"of our Lord one thousand eight hundred and sixty-six,
"and entitled 'An Act granting lands to aid in the con-
"struction of a railroad and telegraph line from the Cen-
"tral Pacific Railroad in California to Portland in Ore-
"gon,' and acts supplemntal thereto and amendatory
"thereof; which conveyance should be in trust for the
"benefit of the bondholders of the party of the first part
"hereto, as aforesaid, and for the purpose of creating
"from the proceeds thereof a sinking fund for the re-
"demption of said eighteen thousand four hundred and
"fifty bonds, as aforesaid; that such lands and franchises
"should not be sold or disposed of by such trustees with-
"out the consent of the party of the first part hereto,
"nor except in the manner and upon such terms as the
"party of the first part might direct, and that all the
"proceeds thereof should be invested by such trustees,
"party of the second part hereto, in United States se-
"curity, or such other security as the party of the first
"part hereto might consent to, and that such deed of
"trust should contain all the provisions, conditions and
"covenants hereafter contained, and all stipulations,
"agreements, covenants and conditions which the presi-

"dent and secretary of the party of the first part hereto "might deem material, necessary or proper for the mu- "tual protection of the interests of the party of the first "part hereto, and its bondholders.

"AND WHEREAS, The said mortgage so di- "rected to be issued has been duly executed and acknowl- "edged, and prepared for record in strict accordance "with all the requirements of the resolutions of the board "of directors of the party of the first part hereto, as "aforesaid; therefore,

"THIS INDENTURE WITNESSETH: In "consideration of the premises aforesaid, that the Ore- "gon and California Railroad Company, party of the "first part hereto, and the further consideration of one "dollar, the receipt whereof is acknowledged, hath "granted, bargained, sold, assigned, aliened, set over, "enfeoff, conveyed and confirmed, and by these presents "it does grant, bargain, sell, assign, alien, set over, en- "feoff, convey and confirm unto said Milton S. Latham, "Faxon D. Atherton and William Norris, parties of "the second part hereto, all the lands and franchises, "with their appurtenances lying and being in the State "of Oregon, granted or intended to be granted to the "Oregon company by act of Congress approved July "25, A. D. one thousand eight hundred and sixty-six en- "titled 'An Act granting lands to aid in the construction "of a railroad and telegraph line from the Central Pa- "cific Railroad in California to Portland in Oregon,' "and acts supplemental thereto and amendatory there- "of. And also, all the right, title, interest, claim, prop-

"erty and demand whatsoever, both legal and equitable, "present and prospective, absolute and contingent, which "the party of the first part hereto now has, or owns, or "to which it is in any wise entitled, in and to any and all "lands and franchises in the State of Oregon, granted or "intended to be granted to the Oregon company by the "Acts of Congress aforesaid, and

"Also, all future right, title, interest, claim, property "and demand, which the party of the first part hereto, "may at any time hereafter have, own or acquire to any "lands lying and being anywhere in the State of Oregon, "or in any county thereof, by virtue of any further com- "pliance with the requirements of such acts of Congress "by the party of the first part hereto. Together with "all and singular the hereditaments and appurtenances "thereunto belonging or in anywise appertaining.

"TO HAVE AND TO HOLD the said granted "lands, property and franchises, and every part and "parcel thereof unto said Milton S. Latham, Faxon D. "Atherton and William Norris, parties of the second "part hereto, and to their successors or successor and "assigns forever. In trust nevertheless, for the follow- "ing uses and purposes, and upon the following condi- "tions and covenants, and for the mutual interests of the "party of the first part hereto, and the holders of said "eighteen thousand four hundred and fifty bonds so di- "rected to be issued by the party of the first part hereto, "as aforesaid, and two thousand of the which bonds of "denomination of one thousand dollars each have already

"been issued, and other large amounts thereof are now "about to be issued.

"That is to say: The said parties of the second part "hereto, shall have and hold the whole of the lands and "franchises so granted, or intended to be granted by said "acts of Congress to said Oregon company, and herein "conveyed, and intended to be conveyed by the party of "the first part hereto, in trust, for the benefit of the "holders of said eighteen thousand four hundred and "fifty bonds, and for the sole and exclusive purpose of "creating from the proceeds thereof, when sold, as here- "inafter stated, a sinking fund for the redemption of "such bonds at their maturity; and for such purpose, the "said parties of the second part hereto, or their suc- "cessors or successor may, by and with the consent of "the party of the first part hereto, but not otherwise, "at any time before the maturing of the principal of "such bonds, sell and dispose of all or any part or por- "tion of the lands and franchises so granted as afore- "said, by such acts of Congress, and herein conveyed to "such person or persons, firm or firms, associations or "bodies corporate, and for such price, and upon such "terms as the party of the first part herein may by and "through its president, advise or agree to; and the pro- "ceeds of all such lands and franchises or right to such "lands shall, after deducting from such gross receipts "all charges, costs and expenses, legitimately or neces- "sarily incurred in making such disposition and sale, "shall from time to time as realized, be received by such "trustees, parties of the second part hereto, and shall be

"by them, their successors or successor, from time to "time, as the same are received, invested in United States "securities, unless the president of the party of the first "part hereto shall direct that such proceeds shall be in- "vested in other securities, in which event the same shall "be invested in such securities, as such president of the "party of the first part hereto may designate, which se- "curity, whether the same be United States, or other se- "curities shall create a sinking fund and as such fund "shall be held, managed and controlled by and with the "advice and under the direction of the president of the "party of the first part hereto by said trustees, parties "of the second part hereto, for the reduction and pay- "ment of the principal of the said eighteen thousand "four hundred and fifty bonds of the party of the first "part hereto at the maturity thereof, but no part of such "fund, either principal or interest, shall ever at any "time without the written consent of the party of the "first part hereto be used or applied in the payment of "any interest on such bonds, or in any other way or man- "ner diverted, but the same shall be held and husbanded "by such trustees in accordance with the directions of "the president of the party of the first part hereto, and "in such manner as shall be most likely to increase the "volume of such fund and advance the mutual interests "of the party of the first part hereto and its bondhold- "ers aforesaid;

"And in the event that the principal of such bonds "is not otherwise paid at the maturity thereof, then the "fund aforesaid, which shall have been accrued from the

"proceeds of the sales of said lands and interest thereon, "shall be, by such trustees„ parties of the second part, "their successors or successor, applied to the discharge "and payment of any and all amounts, both principal "and interest then remaining due and unpaid on all such "bonds; and in the event that such fund shall then be "insufficient to discharge the whole amount then due "on all such bonds, then the same shall be applied thereon "ratably, according to the interests respectfully of all "such bondholders.

"And it is further stipulated and agreed between "the parties hereto, that in the event that there remains "any deficiency in the payment of the principal and in- "terest due on said eighten thousand four hundred and "fifty bonds, after the whole of such fund aforesaid shall "be applied thereon at the maturity thereof, then the "trustees, parties of the second part hereto, their suc- "cessors or successors, shall have full power and author- "ity to sell and convey any and all lands then remaining "undisposed of, which are included in the grant made "by the Acts of Congress aforesaid, and which are here- "by conveyed and intended to be conveyed, which lands "may be sold in whole or in part, as the trustees afore- "said may deem for the best interest of said bondholders, "but the same shall only be sold at public auction in "the City of Portland, in the State of Oregon, to the "highest bidder, and no such sale shall be made unless "notice of the time place thereof shall first be given by "publication for at least six weeks in a weekly newspa- "per of general circulation published in the City of Port-

"land, in the State of Oregon, and the proceeds of such "sale or sales shall be applied in like manner to the pay- "ment of any balance, either principal or interest, then "remaining unpaid on such bonds aforesaid, or any of "them.

"And upon the full payment and redemption of said "eighteen thousand four hundred and fifty bonds, prin- "cipal and interest, whether before or after maturity, "the trustees aforesaid, parties of the second part hereto, "their successors or successor, shall reconvey by good "and sufficient deed of conveyance to said Oregon and "California Railroad Company, party of the first part "hereto, its successors or successor or assigns, all its "right, title, interest, property and claim whatsoever, "which the said trustees, parties of the second part here- "to, their successors or successor may then have of, in "or to any of the lands or franchises hereby granted and "conveyed to the said parties of the second part hereto, "and shall also assign, set over, transfer and deliver to "the said party hereto, its successors or assigns, any and "all moneys, bonds, notes, or other securities then re- "maining in such sinking fund, and held by such trus- "tees for the use and purposes aforesaid, all of which "reconveyances and transfers shall be made without any "other or further consideration than the redemption of "all such bonds as aforesaid by the party of the first "part hereto, its successors or assigns.

"And it is mutually agreed by and between the par- "ties hereto, that the said trustees, or either, or any of "them, or the survivor of them, or any successor or suc-

"cessors in such office may resign or discharge them-
"selves or himself of the trust created or declared by
"these presents, by notice in writing to the said com-
"pany three months before such resignation shall take
"effect, or such shorter time as they may accept as ade-
"quate.

"And it is further agreed between the parties to this
"indenture that in the meantime, until the said lands
"hereby granted and conveyed are sold by such trustees,
"as hereinbefore provided for, it shall be lawful for the
"party of the first part hereto, and its successors, peace-
"ably and quietly to have, hold, use, possess and enjoy
"the said lands, with the appurtenances, and to receive
"the incomes, rents, issues and profits thereof to its own
"use and benefit, without any hindrance or interruption,
"suit or disturbance whatsoever of or by the said parties
"of the second part, or their or his successor or successors
"in the trust, or in any other person whatever claiming,
"or to claim, the same by, from, or under them, or any
"of them.

"And the said party of the first part, its successors
"and all and every other person or persons whomsoever,
"lawfully or equitably claiming any estate, right, title,
"or interest of, in and to the hereinbefore granted prem-
"ises, by, from, or under, or in trust, for it shall and will
"at any time or times hereafter, upon the reasonable re-
"quest, and at the proper cost and charges in the law,
"of the said parties of the second part, or the survivor
"of them, or their or his successor or successors or as-
"signs, make, do and execute, or cause to be made, done

"and executed, all and every such further and lawful "and reasonable acts, conveyances and assurances in the "law, for the better and more effectively vesting and "confirming the premises, lands and franchises, hereby "intended to be granted in and to the said parties of the "second part, as by the said parties of the second part, "or the survivor of them, their or his successor, or suc- "cessor, or the counsel learned in the law, shall be rea- "sonably devised, advised or required.

"And, also, that the said party of the first part and "its successors, the above granted, bargained, sold and "assigned premises, and every part and parcel thereof, "with the appurtenances thereof, unto the said parties "of the second part or the survivor of them, their or his "successor or successors, against the said party of the "first part and its successors, and against all and every "person or persons whomsoever claiming or to claim "the same by, through or under it shall and will war- "rant, and by these presents forever defend.

"In witness whereof, the said party of the first part "has caused its corporate seal to be affixed to these pres- "ents, and the same to be signed by its president and "secretary, by resolution of the board of directors there- "of, at the City of Portland, Multnomah County, State "of Oregon, this fifteenth day of April, in the year of "our Lord one thousand eight hundred and seventy.

"BEN HOLLIDAY,
"President of the Oregon and California
Railroad Company.

(Seal) "A. G. CUNNINGHAM,
Secretary of the Oregon and California
"Railroad Company.

"In presence of J. H. Mitchell and Geo. E. Cole.
"State of Oregon, County of Multnomah.

"Be it remembered that on this eighteenth day of "April, in the year of our Lord one thousand eight hun- "dred and seventy, before me, the undersigned, a notary "public in and for the County of Multnomah, and State "of Oregon, duly commissioned, sworn and fully quali- "fied, personally appeared the said Ben Holliday, presi- "dent of the Oregon and California Railroad Company, "and A. G. Cunningham, secretary of the Oregon and "California Railroad Company, whose names are sub- "scribed to the foregoing instrument as parties hereto, "personally known to me to be the individuals described "in and who executed the said instrument, and they sev- "erally acknowledged to me that he, the said Ben Hol- "liday, as president of the said Oregon and California "Railroad Company, and he, the said A. G. Cunning- "hame, as secretary of the said Oregon and California "Railroad Company, executed the same as for the act "and deed of the said Oregon and California Railroad "Company, freely and voluntarily, and for the uses and "purposes therein mentioned; and the said A. G. Cun- "ningham, being by me duly sworn, did depose and say, "that he is the secretary of the Oregon and California "Railroad Company, and resides at the City of Port- "land, Multnomah County, in the State of Oregon; that

"he is the legal custodian of and is acquainted with the "corporate seal of the said company; that the seal af- "fixed to the within trust deed is such corporate seal: "that the same was affixed by him as secretary of said "company, on the eighteenth day of April, A. D. one "thousand eight hundred and seventy, by order of the "board of directors of said company, and that he signed "his name as secretary to said trust deed by the like "order of said board of directors.

"In witness whereof, I have hereunto subscribed my "name and affixed my notarial seal the day and year "first above written.

"(Notarial Seal) GEO. W. MURRAY,
"Notary Public.

"(United States Revenue Stamp, 5 cents, canceled.)
"State of Oregon, County of Multnomah.

"I, A. G. Cunningham, secretary of the Oregon and "California Railroad Company, do hereby certify, that "each of the eighteen thousand four hundred and fifty "bonds which this trust deed is given to secure, has "placed upon it the requisite U. S. internal revenue "stamps, as required by law; that such bonds in the "aggregate have placed thereon and all duly canceled, "U. S. internal revenue stamps to the amount of four- "teen thousand seven hundred and ninety-five dollars.

"A. G. CUNNINGHAM,
"Secretary of the Oregon and California
Railroad Company.

"(Seal. O. & C. R. R. Co.)
"(United States Revenue Stamp, 5 cents, canceled.)

"State of Oregon, Department of State.

"I, Samuel E. May, Secretary of the State of Ore-"gon, do hereby certify that George W. Murray, whose "name is subscribed to the foregoing and annexed cer-"tificate of acknowledgement to the foregoing deed of "trust, was at the time of signing the same, to wit; on "the eighteenth day of April, A. D. one thousand eight "hundred and seventy, a duly commissioned, qualified "and acting notary public in and for Multnomah Coun-"ty, in said State of Oregon, and that he was then by the "laws of the State of Oregon duly authorized and em-"powered to take and certify, under his notarial seal, "acknowledgments to deeds of conveyance and mort-"gages, and that his certificate thereto is in in due form "of law, and that full faith and credit are due to his of-"ficial acts as such.

"Witness my hand and the great seal of State at "office in the City of Salem, State of Oregon, this nine-"teenth day of April, in the year of our Lord, one thou-"sand eight hundred and seventy.

"SAMUEL E. MAY, Secretary of State.

"(Great Seal, State of Oregon.)

"(United States Revenue Stamp, 5 cents, Canceled.)

"Received for record April 18, 1870.

"State of Oregon, County of Multnomah, ss.

"I, James A. Smith, Clerk of the County Court of "the County of Multnomah, and State of Oregon, do "hereby certify that the foregoing copy of deed of trust

"has been by me compared with the original, and that "it is a correct transcript therefrom, and of the whole "of such original deed of trust as the same appears of "record at my office and in custody.

"In testimony whereof, I have hereunto set my hand "and affixed the seal of said court this twenty-eighth "day of November, A. D. 1877.

"JAMES A. SMITH, Clerk.

(Seal)

GOVERNMENT'S EXHIBIT NO. 126B.

"RAILROAD MORTGAGE, OR DEED OF "TRUST. OREGON CENTRAL RAILROAD "COMPANY TO MILTON S. LATHAM "AND FAXON D. ATHERTON.

"THIS INDENTURE, made this fifteenth day "of July, in the year of our Lord one thousand eight "hundred and seventy-one, between the Oregon Central "Railroad Company, a body corporate, created by and "under the Acts of the Legislature of the State of Ore-"gon, in that behalf made and provided, party of the "first part, and Milton S. Latham and Faxon D. Ath-"erton, of the City and County of San Francisco, State "of California, parties of the second part, witnesseth: "Whereas, the said party of the first part is expressly "authorized and empowered in and by the Acts of the "Legislature of the State of Oregon, and the Act of "Congress of the United States, approved May fourth,

"one thousand eight hundred and seventy, and entitled "'An Act granting lands to aid in the construction of "a railroad and telegraph line from Portland to As- "toria and McMinnville, in the State of Oregon,' to "borrow money for the objects and purposes in said "Acts, and each of them specified, and for such au- "thorized objects and purposes, said party of the first "part is desirous of borrowing a sum not to exceed four "millions three hundred and ninety-five thousand dol- "lars, and of securing the payment of its corporate bonds "or obligations issued or negotiated therefor, by a mort- "gage or deed of trust to said parties of the second part "as trustees, as hereinafter set forth and provided.

"AND WHEREAS, under and pursuant to the "lawful authority conferred by said several Acts of the "Legislature of the State of Oregon, and of the Con- "gress of the United States aforesaid, the board of di- "rectors of the said party of the first part have unanim- "ously resolved in substance and legal effect, that said "'Oregon Central Railroad Company,' make, execute, "issue and deliver under its corporate seal, its corporate "bonds, bearing even date herewith, severally, payable "to the holder thereof, at the banking-house of Messrs. "Dabney, Morgan & Company, in the City of New "York, State of New York, on the fifteenth day of July, "one thousand eight hundred and ninety-one, with inter- "est from and after July fifteen, one thousand eight "hundred and seventy-one, at the rate of seven per "centum per annum, payable at the same bank semi-an- "nually, principal and interest, payable in gold coin as

"follows, that is to say: That twenty-nine hundred and "thirty (2930) of said bonds to be made or issued for "the sum of one thousand dollars each, and that twenty- "nine hundred and thirty (2930) of said bonds to be "made or issued for five hundred dollars each, "in all five thousand eight hundred and sixty "(5860) bonds, in the aggregate amounting to four mil- "lions three hundred and ninety-five thousand dollars, "and no more; and that for the purpose of a more spe- "cific indentification thereof, said five thousand eight "hundred and sixty (5860) bonds be numbered in a con- "secutive series from one to five thousand eight hun- "dred and sixty, both inclusive, commencing with those "of denomination of one thousand dollars, and num- "bering them from one to two thousand nine hundred "and thirty (2930), both inclusive; and secondly with "those of the denomination of five hundred dollars each, "and numbering them respectively from number two "thousand nine hundred and thirty-one, to number five "thousand eight hundred and sixty (5860), and that "upon the face of each bond be printed or engraved, a "certificate signed by the parties of the second part "hereto, to the effect that such bond is one of the five "thousand eight hundred and sixty bonds intended to be "secured by these presents.

"AND WHEREAS, said board of directors have "further unanimously resolved, under and pursuant to "lawful authority conferred upon said party of the first "part by the acts aforesaid, in substance and legal ef- "fect, that the president and secretary of said party of

"the first part, execute and acknowledge in its name, and "in its behalf, and under its corporate seal, and deliver "to said parties of the second part hereto, a mortgage "or deed of trust, conveying, assigning and transferring "to them in trust, all its corporate real and personal "property, roads, depots, stations, side-tracks, wood-"yards, franchises and effects, as security for the pay-"ment of said five thousand eight hundred and sixty "(5860) bonds, and the interest to grow due thereon, "and that such mortgage or deed of trust should contain "all and singular the covenants, provisoes and conditions "hereinafter set forth, and that said mortgage and deed "of trust, and the five thousand eight hundred and sixty "bonds thereby secured, be severally dated the fifteenth "day of July, one thousand eight hundred and seventy-"one.

"AND WHEREAS, the Congress of the United "States of America, did by an act approved May fourth, "in the year of our Lord one thousand eight hundred "and seventy, and entitled 'An Act granting lands to "aid in the construction of a railroad and telegraph line "from Portland to Astoria and McMinnville, in the "State of Oregon,' grant to the 'Oregon Central Rail-"road Company,' and to their successors and assigns, "the right of way to the public lands of the width of one "hundred feet on each side of said road, and the right to "take from the adjacent public lands the material for "constructing said road, also necessary lands for depots, "stations, side-tracks, and other needful uses in operat-"ing the road, not exceeding forty acres in any one

"place, and also each alternate section of the public "lands, not mineral, excepting coal and iron lands, des- "ignated by the odd numbers nearest said road to the "amount of ten such alternate sections per mile on each "side thereof, not otherwise disposed of, or reserved or "held by valid pre-emption or homestead right, at the "time of the passage of said Act, and in case the quantity "of ten full sections per mile could not be found on each "side of said road, within the limits of twenty miles, "other lands could be selected under the directions of the "Secretary of the Interior, on either side of any part of "said road nearest to and not more than twenty-five "miles from the track of said road to make up such de- "ficiency.

"AND WHEREAS, the said Oregon Central "Railroad Company, party of the first part here- "to, in and by the terms of the said Act of Con- "gress of the United States of America, approved May "fourth, one thousand eight hundred and seventy, is "required to appropriate and set apart by mortgage or "deed of trust, to two or more trustees, all the net pro- "ceeds of the sale of the said granted lands, as a sink- "ing fund, to be kept invested in the bonds of the United "States, or other safe and more productive securities for "the purchase from time to time, and the redemption at "maturity of the first mortgage construction bonds of "the company of the road, depots, stations, side-tracks "and wood-yards, not exceeding thirty thousand dol- "lars a mile of the railroad, payable in gold coin, not "longer than thirty years from date, with interest pay-

"able semi-annually in coin, not exceeding the rate of "seven per centum per annum; no part of the prin- "cipal or interest of said fund to be applied to any other "use, until said bonds shall have been purchased or re- "deemed or canceled, and each of the first mortgage con- "struction bonds to bear the certificate of the trustees "setting forth the manner in which the same is secured, "and its payment provides for.

"NOW, THEREFORE, THIS INDENTURE "WITNESSETH: That the said Oregon Central "Railroad Company, the party of the first part hereto, "under, pursuant to, and by virtue of the express power "and authority conferred upon, and vested in it by said "several Acts of the Legislature of the State of Ore- "gon, and of the Congress of the United States of "America aforesaid, and under and pursuant to reso- "lutions duly passed and adopted by its board of di- "rectors, and which are duly entered upon the official "minutes of said board, and for and in consideration "of the foregoing premises, and especially for the pur- "pose, and with the intent of better and more effectually "securing the payment of said five thousand eight hun- "dred and sixty bonds, with the interest due and to grow "due thereon, and for and in consideration of one dollar "and other moneys, lawful money of the United States "of America, by the said parties of the second part hereto "in hand fully and truly paid to the said party of the first "part hereto, before ensealing and delivering of these "presents, the receipt whereof is hereby acknowledged, "hath granted, bargained, sold, assigned, transferred

"and set over, enfeoffed, conveyed and confirmed, and by "these presents, doth grant, bargain, sell, assign, trans- "fer and set over, enfeoff, convey and confirm to the "said Milton S. Latham and Faxon D. Atherton, the "said parties of the second part, as trustees and in trust, "and to the survivor of them and to their or his suc- "cessors or successor, all and singular, the railroad of "the said party of the first part heretofore constructed "or hereafter to be constructed from Portland to As- "toria, and from a suitable point of junction near Forest "Grove to the Yamhill River near McMinnville, in the "State of Oregon, in all a distance of one hundred and "forty-six and one-half miles, thirty thousand dollars of "said bonds being used to each mile thereof, together with "all its lands, tenements and hereditaments acquired "and appropriated, or which shall hereafter be acquired "and appropriated for the purpose of a right of way "for its railroad, and all the appurtenances thereunto be- "longing. And also all its lands, acquired and appropri- "ated, or which shall hereafter be acquired and appro- "priated under and pursuant to the provisions of the "Act of Congress of the United States of America, ap- "proved May fourth, 1870, and entitled 'An Act grant- "ing lands to aid in the construction of a railroad and "telegraph line from Portland to Astoria and Mc- "Minnville in the State of Oregon,' and also its de- "pots, engine houses, car-houses, station-houses, ware- "houses, machine-shops, work-shops, superstructures, "erections and fixtures, and also all and singular the "franchises, rights and privileges now owned, possessed "or acquired, or which shall hereafter be owned, pos-

"sessed or acquired by said party of the first part, and "all lands, tenements, hereditaments and real estate ac- "quired and appropriated wheresoever, and whatsoever, "or now owned by said party of the first part, or which "shall hereafter be owned by it, and also, all and singu- "lar the locomotives, tenders, passenger cars, freight "cars, and all other cars, carriages, tools, machinery and "equipments for said railroad, and now owned or which "shall hereafter be owned or acquired by said party of "the first part, and also all goods and chattels now owned "or which shall hereafter be owned by said party of the "first part, and in any way relating or appertaining or "belonging to, or connected with said railroad, or run- "ning or operating the same, together with all rents, is- "sues, income, profits, moneys, rights, benefits, and ad- "vantages derived, or to be derived, had or received there- "from by said party of the first part, in any way what- "soever.

"To have and to hold, all and singular, the premises, "rights, franchises, property, real and personal, here- "inbefore, and hereby assigned, mortgaged, pledged and "conveyed, or intended so to be, and every part and par- "cel thereof, with all the appurtenances under the same "belonging, or in anywise appertaining unto them the "said Milton S. Latham and Faxon D. Atherton, the "said parties of the second part hereto, and to the sur- "vivor of them and to their or his successors or successor, "and to their, and his assigns in trust for the person or "persons, firm or firms, bodies politic or corporate, who "have heretofore, or who shall hereafter at any time be-

"come the purchasers or holders or owners of any or "either of said five thousand eight hundred and sixty "bonds, amounting in the aggregate to four millions "three hundred and ninety-five thousand dollars, to-wit: "$30,000 per mile on said railroad, and no more, sub- "ject to the terms, provisos and stipulations in said "five thousand eight hundred and sixty bonds con- "tained and subject also to the provisions of an Act of "Congress of the United States of America, affecting or "relating to, or binding upon the party of the first part, "and also subject to the possession and management of "said railroad, and property of said party of the first "part, and its successors or assigns, so long as no de- "fault shall be made in the payment of either the inter- "est or principal of said five thousand eight hundred "and sixty bonds, or in, or to either of them, and so "long as the party of the first part shall well and truly "observe, keep and perform all and singular, the cove- "nants, agreements, conditions and stipulations in said "five thousand eight hundred and sixty bonds, and in "this indenture contained and set forth, and which are "to be observed, kept and performed, by, and on the "part of the said party of the first part.

"And the said Oregon Central Railroad Company, "the party of the first part, hath covenanted and agreed, "and by these presents doth, for itself, its successors and "assigns, covenant and agree with the parties of the "second part, hereto, and the survivor and survivors of "them and their, and his successors and assigns in man- "ner and form following, that is to say:

"First. That said Oregon Central Railroad Com-
"pany, the party of the first part, and its successors,
"shall and will pay or cause to be paid all taxes, charges,
"rates, levies and assessments imposed, assessed, or lev-
"ied, or which shall hereafter be imposed, assessed, or
"levied upon the premises, franchises and property here-
"by mortgaged, conveyed and assigned, or intended so
"to be, and shall and will, at its own proper cost, ex-
"pense and charges, do or cause to be done, all acts and
"things necessary and proper to be done or performed,
"in order to preserve and keep valid and intact, the lien
"or incumbrance upon all and singular the aforesaid
"premises, property and franchises, hereby created, or
"intended so to be. And further, that the lien or in-
"cumbrance created by the execution and delivery of
"this indenture, constitutes, and is, in fact, the first valid
"lien and incumbrance on the premises, property and
"franchises therein described.

"Second. That said Oregon Central Railroad
"Company, the party of the first part, and its success-
"ors shall and will, at any time or times hereafter, and
"from time to time, execute, acknowledge and deliver,
"under its corporate seal, to the said parties of the sec-
"ond part, and the survivors or survivor of them and
"their and his successors or successor, such other and fur-
"ther assurances, deeds, mortgages, obligations, trans-
"fers, indenture and instruments in writing, and shall
"and will do and perform all such further or other acts
"or things, as shall or may be proper or necessary, or as
"their or his counsel, learned in the law, shall deem

"necessary, proper or expedient for the better or more "effectually securing the payments of said five thous- "and eight hundred and sixty bonds, and the interest "due or to grow due thereon, or for carrying into effect "the true intent, design, objects and purposes of these "presents, or making, preserving, continuing and keep- "ing valid and effectual, the lien and incumbrance creat- "ed, or intended to be created by the execution, delivery "and recording of this indenture, upon all the property, "real and personal, rolling stock, equipments, franchis- "es and effects, and especially the lands referred to in "and by the said Act of Congress, approved May 4, "1870, now owned, possessed or acquired or which shall "hereafter be owned, possessed or acquired by said party "of the first part.

"Thirdly. And for the purpose of fully and more "effectually securing the payment of the said five thou- "sand eight hundred and sixty bonds, together with the "interest due or to grow due thereon, the said Oregon "Central Railroad Company, the party of the first part "hereto, for itself and its successors, hath pledged, and "hereby doth irrevocably pledge for the purposes and "objects hereinbefore specified, to and with the said "parties of the second part, and the survivors and sur- "vivor of them, their and his successors and successor, all "and singular, the net proceeds of the sales of the lands "granted to the party of the first part, by the Act of "Congress, approved May fourth, one thousand eight "hundred and seventy, hereinbefore mentioned, as a "sinking fund, to be kept invested by the parties of the

"second part, in the bonds of the United States, or other "safe and more productive securities for the purchase, "from time to time, and the redemption, at maturity, of "the first mortgage construction bonds, of the party of "the first part, hereinbefore particularly described, and "no part of the principal or interest of the said fund "shall be applied to any other use, until all the said bonds "shall have been purchased or redeemed and canceled.

"And in the event that the principal of said first "mortgage constructions bonds is not otherwise paid at "the maturity thereof, then the fund aforesaid, which "shall then have accrued from the proceeds of the sales "of said lands, and interest thereon, shall be by said "trustees, parties of the second part, or the survivor of "them, their or his successors, or successor, applied to "the discharge and payment of any and all amounts, "both principal and interest, then remaining due and "unpaid on all such bonds, and if such funds shall then "be insufficient to discharge the whole amount then due "on all such bonds, the same shall then be applied ratably "thereon, according to the interests, respectively, of all "such bondholders.

"And it is further stipulated and agreed between "the parties hereto, that if there remains any deficit in "the payment of the principal and interest due on said "five thousand eight hundred and sixty bonds, after the "whole of the fund aforesaid shall be applied thereon, "after maturity thereof, then the trustees, parties of the "second part hereto, their successors or successor, shall

"have full power and authority to sell and convey any "and all lands then remaining undisposed of, which are "included in the grant made by the act of Congress, "aforesaid, and which are hereby conveyed and intended "to be conveyed, in whole or on part, as the said trustees "may deem best for the interests of said bondholders, "and as may be prescribed or limited by any act of Con- "gress in force at the time of such sale; and if there shall "be no such prescription and limitation by law, then "said lands shall only be sold at public auction, in the "City of Portland, in the State of Oregon, to the high- "est bidder; and no such sale shall be made, unless notice "of the time and place thereof shall first be given, by "publication, for at least six weeks, in a weekly news- "paper, of general circulation, published in the City of "Portland, State aforesaid, and the proceeds of such "sale or sales, shall be applied in like manner to the pay- "ment of any balance, either principal or interest, then "remaining unpaid on such bonds aforesaid, or any of "them.

"And, it is hereby expressly covenanted, agreed and "understood by and between the parties to these pres- "ents: that, notwithstanding the execution and delivery "of these presents, and of the covenants herein contained, "the said Oregon Central Railroad Company, the party "of the first part hereto, shall have the right at any time "after the execution of these presents, to make sales of "all and singular, the lands granted to said company by "act of Congress of the United States, approved May "fourth, one thousand eight hundred and seventy, afore-

"said, in the manner and mode prescribed therefor by "law, and that the parties of the second part, shall, and "will at any time after the delivery to them of this in- "denture, upon the request of the party of the first part, "and upon the receipt by the parties of the second part, "from the party of the first part, of the price or con- "sideration for said lands, provided in and by said act "of Congress aforesaid, make, execute and deliver such "releases, discharges and assurances in respect to the "lands for which they shall have received the considera- "tion provided by law, as the party of the first part, or "its counsel, learned in the law, may require, for the pur- "pose of making good and sufficient title to said granted "lands so sold, to any and all purchasers thereof, clear "and free from all lien or incumbrances created by these "presents, and all net proceeds from the sales of all or "any of the lands granted or intended to be granted by "said act of Congress, shall be received and held jointly "by the parties of the second part, and the president of "the party of the first part, and shall be held subject to "their control, and shall be immediately and as soon as "practicable, after the same are received, invested by "said parties of the second part, by and with the con- "sent of the president of the party of the first part, in "United States bonds, or other more productive securi- "ties, which securities shall be under the control of the "parties of the second part, and the said president of "the party of the first part, and shall be used solely in "the purchase, from time to time, and the redemption "at maturity, of said five thousand eight hundred and

"sixty bonds; and, it is expressly understood and agreed, "that the lien created by this indenture on said lands, "granted by said act of Congress, shall, upon the sale "of any portion of said lands, as aforesaid, and the pay- "ment of the purchase price thereof to the said parties "of the second part cease, so far as the same relates to "the portion of the lands so sold. The said parties of "the second part shall not have the right to make sale "of any of said lands, without the consent of the party "of the first part.

"Fourthly. That the said Oregon Central Railroad "Company, the party of the first part hereto, shall and "will, well and truly, pay the said sums of money in said "five thousand eight hundred and sixty bonds men- "tioned, together with the semi-annual interest due, or "to become due thereon, at the rate of seven per cent per "annum, at the times, in the manner, and at the place "specified therein; and further, said Oregon Central "Railroad Company, hereby covenants and agrees, that "in case it shall have for the space of thirty days, made "default, in the payment of the semi-annual interest due, "or to become due, or either or any of the said five "thousand eight hundred and sixty bonds, or in case it "shall fail to appropriate and set apart in the hands of "the said parties of the second part, all and singular, the "net proceeds of the sales of the said lands, granted to "the party of the first part, by the Act of Congress of "the United States as aforesaid, as, and for a sinking "fund for, and to be applied in payment or redemption "of said five thousand eight hundred and sixty bonds

"in the manner hereinbefore and in said Act of Con-
"gress specified, then and in either of said cases, after
"the lapse of said thirty days, the whole principal sum
"mentioned in each and all of said five thousand eight
"hundred and sixty bonds, shall forthwith be and be-
"come due and payable, and the lien or incumbrance
"hereby created, for the security and payment thereof,
"may be at once enforced, anything in said bonds, or
"in this indenture, to the contrary, notwithstanding, and
"that it shall and may be lawful, and the said parties of
"the second part, and the survivors and survivor of them,
"and their and his successors or successor, are hereby
"expressly authorized and empowered, upon the request,
"in writing, of any two or more holders of any of said
"five thousand eight hundred and sixty bonds, to enter
"into and upon, and to take actual possession of, all
"and singular, the railroad premises, franchises, rights,
"property, real and personal, and effects hereby grant-
"ed, conveyed, assigned, mortgaged, pledged, trans-
"ferred and set over, or intended so to be, as a security
"for the payment of said five thousand eight hundred
"and sixty bonds, and by themselves, or their agents,
"to take, collect and receive, the tools, earnings, income
"and profits thereof, and every part thereof, or to be
"derived therefrom, and that they, said parties of the
"second part, and the survivors and survivor of them,
"and their and his successors and successor, shall and
"may proceed, and are hereby expressly authorized and
"empowered thereupon, but within such reasonable time
"as they may deem proper, not less than sixty days, and

"upon and after public notice by advertisement for at "least six weeks in one or more newspapers published "in the cities of New York, State of New York, and "San Francisco, State of California, and Portland, "State of Oregon, to proceed and sell at public auction "in said City of Portland, to the highest bidder, as well "all and singular, the said railroad rights and franchises, "as all other, the property, real and personal, and prem- "ises hereby granted, conveyed, assigned, mortgaged, "pledged, transferred and set over, or intended so to be, "and all benefit and equity of redemption whatsoever of "the said Oregon Central Railroad Company, the said "party of the first part hereto, of, in and to the same, "and every part and parcel thereof, together with the "benefit of the franchises belonging to, or connected "therewith. And as the attorney or attorneys of the "said Oregon Central Railroad Company, the said party "of the first part hereto, for that purpose, by these "presents, duly appointed and constituted, the said par- "ties of the second part, and the survivors and survivor "of them, and their, and his successors and successor, "shall have full power and authority to make, execute "and deliver to the purchaser or purchasers thereof, a "good, valid and sufficient deed or deeds, conveyance or "conveyances, assignment or transfer, in fee-simple or "otherwise, of said railroad, lands, tenements and real "estate, and all and singular, the said personal or other "property, rights and premises hereby granted, assigned, "transferred or conveyed as aforesaid, which sale so to "be made as aforesaid, and which deeds, conveyances, as-

"signments and transfers, so to be made and delivered as "aforesaid, shall operate to convey, assign, transfer and "vest in said purchaser or purchasers, all the right, title, "interest and estate whatsoever, reversionary or other- "wise of the said Oregon Central Railroad Company, the "party of the first part, of, in and to the premises so "sold, conveyed, assigned or transferred, and which said "sale so to be made, shall be a complete and perpetual "bar, both at law and in equity, against the said Oregon "Central Railroad Company, the party of the first part, "its successors and assigns, and all persons or parties "claiming by, from, or under it, or them in anywise or "manner whatsoever, and that out of the moneys or pro- "ceeds arising either from said tolls, earnings or receipts "of said railroad or premises, or at or from said sale so "to be made as aforesaid, after first deducting the ex- "penses, disbursements, costs, charges and counsel fees "incurred in and about the conducting of said sale, or "running and operating said railroad, that they, the said "parties of the second part, and the survivors and sur- "vivor of them, their and his successors or successor shall "pay five thousand eight hundred and sixty bonds, or so "many as shall then be outstanding and unpaid, together "with all arrears of interest then due or owing upon the "same, rendering or paying over the surplus of all such "moneys, if any there shall be, to the said party of the "first part, hereto, its successors or assigns.

"THIS INDENTURE further witnesses, that "these presents are upon the express condition, that upon "payment in full of said five thousand eight hundred and

"sixty bonds, and the interest due thereon, then these "presents and the estate hereby granted shall cease, and "be void, and the Oregon Central Railroad Company, "the party of the first part, shall be immediately and "fully reinvested with the said premises hereby granted, "in law and in fact, without any entry or other act what-"ever, and that until default shall be made by the said "party of the first part hereto, either in payment of said "five thousand eight hundred and sixty bonds, or in pay-"ment of the interest due or to grow due thereon as "aforesaid, or in appropriating and setting apart in the "hands of the parties of the second part, their succeessors "or successor, all and singular, the net proceeds of the "sales of said lands, granted by the Act of Congress "aforesaid, as a sinking fund, to be kept invested in "bonds of the United States, or other safe and more pro-"ductive securities, for the purchase from time to time, "and the redemption at maturity, of the first mortgage "constructions bonds of the company hereinbefore men-"tioned and described; or in keeping and observing any "of the covenants and agreements hereinbefore con-"tained, the said Oregon Central Railroad Company, the "party of the first part, and its successors and assigns "shall remain in the quiet and peaceable possession and "enjoyment of the said premises and property hereby "granted or conveyed, or intended so to be, as aforesaid.

"THIS INDENTURE further witnesseth, and it "is hereby expressly agreed, that in the case of the death, "resignation, incapacity or inability of any or either of "the parties of the second part to act in the execution of

"any of the trusts aforesaid, then it shall and may be law-
"ful, and the remaining acting, surviving or competent
"trustee or trustees, and the president for the time being,
"of the said party of the first part, are hereby empow-
"ered to select and appoint by an instrument in writing,
"under their hands and seals, which shall be recorded in
"the same offices where this indenture shall be recorded,
"one or more competent persons to fill the vacancy or
"vacancies so created, in the manner aforesaid, and that
"such person or persons so appointed trustee or trustees
"shall have and possess, and be vested with the same
"rights and powers as trustee or trustees as he or they
"would have had and possessed or been vested with, had
"he or they been originally made a party or parties of the
"second part to this indenture, and shall perform the
"same duties in all respects, and until such appointment
"shall be so made, in the manner aforesaid, and notwith-
"standing any vacancy or vacancies as aforesaid, said
"remaining surviving, acting or competent trustee or
"trustees shall have full power and authority to execute
"each and all the trusts hereby created, and their and
"his acts in the premises shall be as legal, valid and ef-
"fectual in all respects, and to all intents and purposes,
"as if the same acts had been done and performed by
"all the parties hereto of the second part; and in case
"said appointment shall be made in the manner afore-
"said, said party of the first part hereby covenants to
"make, execute and deliver all such other or further in-
"struments, deeds, indentures or assurances as may be
"necessary to enable the person or persons so appointed,

"to execute the trusts hereby created and declared, as "fully and perfectly, in all respects, as he or they could "have executed the same, if originally made a party or "parties of the second part to this indenture.

"In witness whereof, the said Oregon Central Rail-"road Company, the party of the first part hereto, hath "caused these presents to be subscribed by its president, "and attested by its secretary, and hath, under the ex-"press authority of the resolutions of its board of direc-"tors, caused its corporate seal to be hereunto affixed; "and the parties hereto of the second part, for the pur-"pose of signifying their acceptance of the trusts hereby "and herein created, have hereunto subscribed their "names and affixed their respective seals:

"All done the day and year first above written.

(Signed)

BEN HOLLADAY.
President of the Oregon Central Railroad Company.

"Corporate seal.)

R. H. TOWLER,
Secretary of the Oregon Central Railroad Company.

MILTON S. LATHAM, Seal.) Trustees.
F. D. ATHERTON, Seal.)

"Sealed and delivered in the presence of: A. G. "Cunningham, E. A. Cunningham.

"State of Oregon, County of Multnomah, ss.

"Be it remembered, that on this fifteenth day of "July, A. D. one thousand eight hundred and seventy- "one, before me the undersigned, a notary public in and "for the said county of Multnomah and State of Ore- "gon, duly commissioned and qualified, personally came "Ben Holladay, president of the Oregon Central Rail- "road Company, and R. H. Towler, secretary of the "Oregon Central Railroad Company, whose names are "subscribed to the forgoing mortgage or deed of trust, "as parties thereto and as the president and secretary of "said Oregon Central Railroad Company, both person- "ally known to me to be the individuals named and de- "scribed in, and who executed the said mortgage or deed "of trust, and they severally acknowledged to me that "he, the said Ben Holladay, as president of the said "Oregon Central Railroad Company, and he, the said "R. H. Towler, as secretary of the said Oregon Central "Railroad Company, executed the foregoing mortgage "or deed of trust, as and for the act and deed of the said "Oregon Central Railroad Company, freely and volun- "tarily and for the uses and purposes therein mentioned; "and he, the said R. H. Towler, being by me duly sworn, "did depose and say that he is the secretary of the said "Oregon Central Railroad Company, and resides in the "City of Portland, Multnomah County, in the State of "Oregon; that he is the legal custodian of, and has in his "possession, and is acquainted with the corporate seal of "the said Oregon Central Railroad Company; that the "seal affixed to the within and foregoing mortgage or

"deed of trust is such corporate seal; that the same was "so affixed by him, as secretary of said company, on the "fifteenth day of July, A. D. one thousand eight hun- "dred and seventy-one, by order of the board of directors "of said company, and that he sign his name as secretary "thereto by the like order of the said board of directors.

"In witness whereof, I have hereunto subscribed my "name, and affixed my notarial seal, the day and year "first above written, at the city of Portland, Multno- "mah County, State of Oregon.

(Signed) ANDREW J. MOSES,
Notary Public in and for the County of Multnomah, State of Oregon.

"(Notarial Seal.)

"(5 cent U. S. Revenue Stamp canceled.)
"State of Oregon, County of Multnomah, ss.

"I, R. H. Towler, secretary of the Oregon Central "Railroad Company, do hereby certify that each of the "five thousand eight hundred and sixty bonds which "this mortgage or trust deed is given to secure, has placed "upon it the requisite United States internal revenue "stamps as required by law: That such bonds, in the "aggregate, have placed thereon, and all duly canceled, "United States internal revenue stamps to the amount "of four thousand three hundred and ninety-five dol- "lars.

"Witness my hand and the seal of said company.

"(Corporate Seal.) (Signed) R. H. TOWLER,
Secretary of the Oregon Central Railroad Company.

"(5 cents U. S. Revenue Stamp Canceled.)
"State of Oregon, Department of State, ss.

"I, S. F. Chadwick, Secretary of State of the State "of Oregon, do hereby certify that Andrew J. Moses, "whose name is subscribed to the foregoing and annexed "certificate of acknowledgment to said mortgage or "deed of trust, was at the time of taking such acknowl- "edgment and signing such certificate, to-wit: on the "fifteenth day of July, A. D. one thousand eight hun- "dred and seventy-one, a duly commissioned, qualified "and acting notary public in and for the County of Mult- "nomah and State of Oregon, and that he then was, by "the laws of the State of Oregon, duly authorized and "empowered to take and certify under his notarial seal, "acknowledgments of deeds of conveyance and mort- "gages and deeds of trust, and his signature to such cer- "tificate is genuine, also his notarial seal, and that full "faith and credit are due to his official acts as such.

"Witness may hand and the great seal of the State, "at my office in the City of Salem, State of Oregon, this "fifteenth day of July, A. D. one thousand eight hun- "dred and seventy-one.

"Great Seal, State of Oregon.
(Signed) S. F. CHADWICK,
Secretary of State of Oregon.

"(United States Revenue Stamp. 5 cents, canceled.)

"United States of America, State of California, City and
"County of San Francisco, ss.

"I, F. J. Thibault, a commissioner for the State of "Oregon, duly commissioned and qualified under and "by virtue of the laws thereof, residing in the City and "County of San Francisco, and State of California, do "certify that on the fifteenth day of August, A. D. one "thousand eight hundred and seventy-one, before me "personally appeared Milton S. Latham and Faxon D. "Atherton, trustees personally known to me to be the "individuals described in and who executed the foregoing "instrument. And they, the said Faxon D. Atherton "and Milton S. Latham, duly acknowledged to me that "the executed the said instrument freely and voluntarily "as such trustees for the uses and purposes therein men-"tioned, and that the same was their free act and deed.

"In witness whereof I have hereunto set my hand "and affixed my official seal as such commissioner at "my office in the City and County of San Francisco, "and State of California, this fifteenth day of August, "A. D. one thousand eight hundred and seventy-one. "(Commissioner's Seal.)

(Signed) F. J. THIBAULT,
Commissioner for Oregon
In California.

"Received for Record October 14, 1871.

"State of Oregon, County of Multnomah, ss.

"I, James A. Smith, county clerk and clerk of the "County Court of the County of Multnomah, and State "of Oregon, do hereby certify that the foregoing copy "of mortgage has been by me compared with the original, "and that it is a correct transcript therefrom, and of the "whole of such original mortgage, as the same appears "of record at my office and in my custody.

"In testimony whereof I have hereunto set my hand and affixed the seal of said court this twenty-second day "of November, A. D. 1877.

"(Seal. JAMES A. SMITH, Clerk."

## GOVERNMENT'S EXHIBIT NO. 126—C

"SECOND MORTGAGE TO SECURE $300,000. Oregon Central Railroad Company to W. D. Shipman and S. L. M. Barlow.

"THIS INDENTURE, made this first day of "March, in the year of our Lord one thousand eight "hundred and seventy-six, between the Oregon Central "Railroad Company, a body corporate, created by and "under the Acts of the Legislature of the State of Ore-"gon, in that behalf made and provided, party of the "first part, and William D. Shipman and Samuel L. M. "Barlow, of the City and County of New York, in the "State of New York, parties of the second part, wit-"nesseth: Whereas, the said party of the first part is "expressly authorized and empowered, in and by the

"Acts of the Legislature of the State of Oregon, and "the Acts of Congress of the United States, approved "May fourth, one thousand eight hundred and seventy, "and entitled 'An Act granting lands to aid in the con- "struction of a railroad and telegraph line, from Port- "land to Astoria and McMinnville, in the State of "Oregon,' to issue bonds, and to secure payment of the "same by a mortgage or deed of trust, as hereinafter set "forth and provided; and whereas, under and pursuant "to the lawful authority conferred by said several Acts "of the Legislature of the State of Oregon, and of the "Congress of the United States aforesaid, the board "of directors of the said party of the first part, have "unanimously resolved, in substance and legal effect, "that said Oregon "Central Railroad Company, make, "execute, issue and deliver, under its corporate seal, its "corporate bonds, bearing date even herewith, severally "payable to the holders thereof at the banking-house of "Messieurs Rutten & Bonn, in the City of New York, "State of New York, on the first day of March, one "thousand nine hundred and six, with interest from and "after the first day of March, one thousand eight hun- "dred and seventy-six, at the rate of seven per centum "per annum, payable at the same bank semi-annually, "principal and interest payable in gold coin as follows: "That is to say, that three hundred of said bonds be "made or issued for the sum of one thousand dollars "each, amounting in the aggregate to three hundred "thousand dollars, and no more, and that for the pur- "pose of a more specific identification thereof, said

"three hundred bonds to be numbered in a consecutive "series from one to three hundred, both inclusive, and "that upon the face of each bond be printed or engraved, "a certificate, to be signed by the parties of the second "part hereto, to the effect that such bond is one of the "three hundred bonds intended to be secured by these "presents. And whereas, said board of directors have "further unanimously resolved, under and pursuant to "lawful authority conferred upon said party of the first "part by the Acts aforesaid, in substance and legal "effect, that the president and secretary of said party "of the first part, execute and acknowledge in its name "and in its behalf, and under its corporate seal, and de-"liver to said parties of the second part hereto, a mort-"gage or deed of trust, granting, conveying, assigning "and transferring to them in trust, all its corporate, real "and personal property, road, depots, stations, side-"tracks, wood-yards, franchises, and effects, as security "for the payment of said three hundred bonds, and in-"terest to grow due thereon; and that such mortgage "or deed of trust, should contain all and singular, the "covenants, provisos, and conditions, hereinafter set "forth; and that said mortgage or deed of trust, and "the three hundred bonds thereby secured, be severally "dated the first day of March, one thousand eight hun-"dred and seventy-six.

"AND WHEREAS, the Congress of the United "States of America did, by an Act approved May "fourth, in the year of our Lord one thousand eight "hundred and seventy, and entitled 'An Act granting

"lands to aid in the construction of a railroad and tele-
"graph line from Portland to Astoria and McMinn-
"ville, in the State of Oregon,' grant to the Oregon
"Central Railroad Company, and to their successors and
"assigns, the right of way through the public lands of
"the width of one hundred feet on each side of said
"road, and the right to take from the adjacent public
"lands the material for constructing said road, also nec-
"essary lands for depots, stations, side-tracks, and other
"needful uses in operating said road, not exceeding forty
"acres in any one place, and also each alternate section
"of the public lands, not mineral, excepting coal and
"iron lands, designated by the odd numbers nearest said
"road to the amount of ten such alternate sections per
"mile on each side thereof, not otherwise disposed of, or
"reserved or held by valid pre-emption or homestead
"right at the time of the passage of said Act; and in
"case the granting of ten full sections per mile could not
"be found on each side of said road within said limits
"of twenty miles, other lands could be selected under
"the directions of the Secreary of the Interior, on either
"side of said road nearest to and not more than twenty-
"five miles from the track of said road, to make up such
"deficiency.

"AND WHEREAS, the said Oregon Central Rail-
"road Company, party of the first part hereto, in and
"by the said Act of Congress of the United States of
"America, approved May fourth, in the year one thou-
"sand eight hundred and seventy, is required to set apart,
"by mortgage or deed of trust to two or more trustees,

"all the net proceeds of the sales of the said granted "lands as a sinking fund to be kept invested in the bonds "of the United States, or other safe and more produc- "tive securities, for the purchase from time to time and "the redemption at maturity of the first mortgage con- "struction bonds of the company, on the road, depots, "stations, side-tracks, and wood-yards, not exceeding "thirty thousand dollars a mile of the railroad, payable "in gold coin, not longer than thirty years from date, "with interest payable semi-annually in coin, not ex- "ceeding seven per centum per annum, no part of the "principal or interest of said fund to be applied to any "other use, until all said bonds shall have been pur- "chased, or redeemed, or canceled, and each of the said "mortgage construction bonds to bear the certificate of "the trustees, setting forth the manner in which the same "is secured, and its payments provided for.

"AND WHEREAS, the said Oregon Central Rail- "road Company, party of the first part, has hereto- "fore issued its bonds amounting in the aggregate to "four millions three hundred thousand dollars, and as "security for the payment thereof has executed a mort- "gage or deed of trust of all the property conveyed or "intended to be conveyed by this indenture to Milton "S. Latham and Faxon D. Atherton, as trustees, which "mortgage or deed of trust is dated the fifteenth day "of July, one thousand eight hundred and seventy-one, "and is duly recorded in the record mortgages of Mult- "nomah, Washington and Yamhill counties, in the State "of Oregon, all of which bonds are now pleged to Milton

"S. Latham, of San Francisco, in the State of Califor-
"nia, in trust for certain creditors of this company, as
"security for a loan of one million dollars, gold, and
"accrued interest.

"Now, therefore, this indenture witnesseth that the
"said Oregon Central Railroad Company, the party of
"the first part hereto, under, pursuant to, and by virtue
"of the express power and authority conferred upon and
"vested in it by said several Acts of the Legislature of
"the State of Oregon, and of the Congress of the United
"States of America, aforesaid, and under and pursuant
"to resolutions duly passed and adopted by its board of
"directors, and which are duly entered upon the official
"minutes of said board, and for and in consideration of
"the foregoing premises, and especially for the purpose
"and with the intent of better and more effectually se-
"curing the payment of said three hundred bonds, with
"interest due and to grow due thereon, and for and in
"consideration of one dollar, lawful money of the United
"States of America, by the said parties of the second
"part hereto, in hand fully and truly paid to the said
"party of the first part hereto, before the sealing and
"delivery of these presents, the receipt whereof is here-
"by acknowledged: Hath granted, bargained, sold, as-
"signed, transferred and set over, enfeoffed, conveyed,
"and confirmed, and by these presents doth grant, bar-
"gain, sell, assign, transfer and set over, enfeoff, convey
"and confirm, to the said William D. Shipman and Sam-
"uel L. M. Barlow, the said parties of the second part, as
"trustees, and in trust, and to the survivor of them,

"and to their or his successors or successor, all and sin-
"gular, the railroad of the said party of the first part,
"heretofore constructed or hereafter to be constructed
"from Portland to Astoria, and from a suitable point
"of junction near Forest Grove to the Yamhill river,
"near McMinnville, in the State of Oregon, in all a dis-
"tance of one hundred and forty-six and one-half miles;
"together with all its lands, tenements and hereditа-
"ments acquired and appropriated, or which shall here-
"after be acquired and appropriated for the purpose of
"a right of way for its railroad and all the appurtenances
"thereunto belonging; and, also, all its lands acquired
"and appropriated, or which shall hereafter be acquired
"and appropriated under and pursuant to the provi-
"sions of the act of Congress of the United States of
"America, approved May fourth, one thousand eight
"hundred and seventy, entitled 'An Act granting lands
"to aid in the construction of a railroad and telegraph
"line from Portland to Astoria and McMinnville, in
"the State of Oregon.' And also its depots, engine-
"houses, car-houses, station-houses, ware-houses, ma-
"chine-shops, workshops, superstructures, erections and
"fixtures. And also all and singular, the franchises,
"rights and privileges now owned, possessed or acquired,
"or which shall hereafter be owned, possessed or ac-
"quired by said party of the first part. And all lands,
"tenements, hereditaments and real estate acquired and
"appropriated wheresoever and whatsoever or now
"owned by said party of the first part, or which shall
"hereafter he owned by it. And also all and singular, the

"locomotives, tenders, passenger cars, freight cars and "all other cars, carriages, tools, machinery and equip- "ments for said railroad, now owned, or which shall here- "after be owned or acquired by said party of the first "part. And also all goods and chattels now owned, or "which shall hereafter be owned by said party of the "first part, and in any way relating or pertaining or "belonging to or connected with said railroad, or run- "ning or operating the same, together with all rents, "issues, income, profits, moneys, rights, benefits and "advantages derived or to be derived, had or received "therefrom by said party of the first part, in any way "whatever.

"To have and to hold, all and singular, the premises, "rights, franchises, property, real and personal, here- "inbefore and hereby granted, assigned, mortgaged, "pledged and conveyed, or intended so to be, and every "part and parcel thereof, with all the appurtenances "unto the same belonging on in any wise appertaining "unto them, the said parties of the second part hereto, "and to the survivor of them, and to their and to his "successors and successor, and to their and his assigns "forever in trust, for the person or persons, firm or "firms, bodies politic or corporate, who have heretofore "or who shall hereafter at any time become the pur- "chasers or holders, or owners of any or either of said "three hundred bonds, amounting in the aggregate to "three hundred thousand dollars, subject to the terms, "provisos, and stipulations in said three hundred bonds "contained. And subject also to the provisions of the

"act of Congress of the United States, of America, af-
"fecting, or relating to, or binding upon the party of
"the first part. And subject also, to the prior lien of
"said mortgage of the fifteenth day of July, one thou-
"sand eight hundred and seventy-one, executed by the
"party of the first part to Milton S. Latham and Faxon
"D. Atherton, trustees, in favor of all persons, firms,
"or corporations who have acquired, or may hereafter
"acquire, an interest in or become the owners of any
"part of the said bonds secured thereby. And also sub-
"ject to the possession and management of said railroad
"and property of said party of the first part; and its
"successors and assigns, so long as no default shall be
"made in the payment of either the interest or principal
"of said three hundred bonds, or in or to either of them,
"or so long as the party of the first part shall well and
"truly observe, keep and perform all and singular the
"covenants, agreements, conditions, and stipulations in
"said three hundred bonds and in this indenture con-
"tained and set forth, and which are to be observed,
"kept and performed by and on the part of the said
"party of the first part. And the said Oregon Central
"Railroad Company, the party of the first part, hath
"covenanted and agreed, and by these presents doth
"for itself, its successors and assigns covenant and agree
"with the parties of the second part hereto, and the sur-
"vivor of them, and their and his successors and succes-
"sor, in manner and form following, that it to say:

"First; That said Oregon Central Railroad Com-
"pany, party of the first part. and its successors, shall

"and will pay, or cause to be paid, all taxes, charges, "rates, levies and assessments imposed, assesed or levied, "or which may hereafter be imposed. assessed or levied "upon the premises, franchises and property hereby "mortgaged, conveyed and assigned, or intended so to "be, and shall and will, at its own proper cost, expense "and charges do, or cause to be done, all acts and things "necessary and proper to be done or performed, in order "to preserve and keep valid and intact the lien or in- "cumbrance upon all and singular the aforesaid prem- "ises, property and franchises hereby created, or intend- "ed so to be; and that except the lien of said mortgage "of the fifteenth day of July, one thousand eight hun- "dred and seventy-one, there is no lien upon the prop- "erty conveyed, or intended to be conveyed, by this in- "denture at the ensealing and delivery thereof.

"Second. That the said Oregon Central Railroad "Company, the party of the first part, and its succes- "sors, shall and will at any time or times hereafter, and "from time to time, execute, acknowledge, and deliver "under its corporate seal, to the said parties of the sec- "ond part, and the survivor of them. and their or his "successors or successor, such other and further assur- "ances, deeds, mortgages, obligations, transfers, inden- "tures and instruments in writing, and shall and will "do and perform all such further or other acts or things "as shall or may be proper or necessary, or as their or "his counsel, learned in the law, shall deem necessary, "proper, or expedient, for the better or more effectually "securing the payment of said three hundred bonds, and

"the interest due or to grow due thereon, or for carry-
"ing into effect the true intent, design, objects, and
"purposes of these presents, or making, preserving,
"continuing, and keeping valid and effectual the lien
"and incumbrance created, or intended to be created,
"by the execution, delivery and recording of this inden-
"ture upon all the property, real and personal, rolling
"stock, equipments, franchises, and effects, and espe-
"cially the lands referred to in and by the said Acts of
"Congress, approved may fourth, one thousand eight
"hundred and seventy, now owned, possessed, or re-
"quired, or which shall hereafter be owned, possessed,
"or required by said party of the first part.

"Third. And for the purpose of fully and more ef-
"fectually securing the payment of the said three hun-
"dred bonds, together with the interest due, or to grow
"due thereon, the said Oregon Central Railroad Com-
"pany, the party of the first part, hereto for itself and
"its successors, hath pledged and hereby doth irrevo-
"cably pledge for the purpose and objects hereinbefore
"specified to and with the said parties of the second part
"and the survivor of them, their and his successors and
"successor, all and singular, the net proceeds of the sales
"of the lands granted to the said party of the first part,
"by the Act of Congress, approved May 4, one thousand
"eight hundred and seventy, hereinbefore mentioned.

"Subject, however, to the prior pledge of the same
"in and by said mortgage hereinbefore referred to, of
"the fifteenth day of July, one thousand eight hundred
"and seventy-one, and for the purposes therein speci-

"fied, as a sinking fund to be kept invested by the parties "of the second part in the bonds of the United States, "or other safe and more productive securities, for the "purchase from time to time, and the redemption at "maturity, of the three hundred bonds of the party of "the first part, hereinbefore particularly described, and "no part of the principal or interest of the said fund shall "be applied to any other use until all the said bonds shall "have been purchased or redeemed and cancelled.

"And in the event that the principal of said three "hundred bonds is not otherwise paid at the maturity "thereof, then the fund aforesaid, after satisfaction of "the lien, if any of said mortgage and pledge of the "fifteenth day of July, one thousand eight hundred and "seventy-one, which shall then have accrued from the "proceeds of the sales of said lands and, interest there- "on shall be by said trustees, parties of the second part, "or the survivor of them, their or his successors or suc- "cessor, applied to the discharge and payment of any "and all amounts, both principal and interest then re- "maining due and unpaid on all such bonds, and if such "funds shall then be insufficient to discharge the whole "amount then due on all such bonds, the same shall then "be applied ratably thereon, according to the interests "respectively of all such bondholders.

"And it is further stipulated and agreed, between "the parties hereto, that if there remain any deficit in the "payment of the principal and interest due on said three "hundred bonds after the whole of the fund aforesaid "shall be applied thereon, at the maturity thereof, then

"the trustees, parties of the second part hereto, their suc-
"cessors or successor, shall have full power and author-
"ity to sell and convey, any and all lands then remain-
"ing undisposed of, which are included in the grant made
"by Act of Congress aforesaid, and which are hereby
"conveyed and intended to be conveyed in whole or in
"part, as the said trustees may deem best for the inter-
"ests of said bondholders, and as may be prescribed or
"limited by any Act of Congress in force at the time of
"such sale, and if there shall be no such prescription and
"limitation by law, then said lands shall only be sold at
"public auction in the City of Portland, in the State of
"Oregon, to the highest bidder, and no such sale shall
"be made unless notice of the time and place thereof shall
"first be given by publication for at least six weeks in
"a weekly newspaper of general circulation, published
"in the City of Portland, State aforesaid, and the pro-
"ceeds of such sale or sales after satisfaction of the lien
"if any, of said mortgage pledge of the fifteenth day
"of July, one thousand eight hundred and seventy-one,
"and after, the payment of all costs and expenses con-
"nected with such sales and a reasonable compensation
"to said parties of the second part for their services in
"connection therewith, shall be applied to the payment
"of any balance, either of principal or interest, then re-
"maining unpaid on such bonds aforesaid, or any of
"them.

"And it is hereby expressly covenanted, agreed and
"understood, by and between the parties to these pres-
"ents, that notwithstanding the execution and delivery

"of these presents, and of the covenants herein con-
"tained, the said Oregon Central Railroad Company, the
"party of the first part hereto, shall have the right at
"any time after the execution of these presents, to make
"sales of all and singular, the lands granted to said com-
"pany by Act of Congress of the United States, ap-
"proved May fourth, one thousand eight hundred and
"seventy aforesaid, in the manner and mode prescribed
"therefor by law, and that the parties of the second
"part, shall, and will at any time after the delivery to
"them of this indenture, upon the request of the party
"of the first part, and upon the receipt by the parties of
"the second part from the party of the first part of such
"portion of the price or consideration for said lands as
"shall remain after satisfaction of the lien of said mort-
"gage and pledge of the fifteenth day of July, one thou-
"sand eight hundred and seventy-one (the certificate of
"the president for the time being of the said party of
"the first part, to be sufficient evidence to said parties
"of the second part of the amount of such remaining
"portion of said price of consideration) make, execute,
"and deliver at the cost and expense however, of said
"party of the first part, such releases, discharges, and
"assurances in respect to said lands as the party of the
"first part or its counsel learned in the law, may require
"for the purpose of making good and sufficient title to
"said granted lands so sold, to any and all purchasers
"thereof, clear and free from all lien or incumbrance
"created by these presents, and all net proceeds re-
"ceived from the sales of all or any of the lands granted

"or intended to be granted by said Act of Congress, "after satisfaction of said prior lien, shall be received "and held jointly by the parties of the second part and "the president of the party of the first part, and shall "be held subject to their control, and shall immediately "and as soon as practicable after the same are received, "invested by said parties of the second part, by and with "the consent of the president of the party of the first "part, in United States bonds or other more productive "securities, which securities shall be under the control "of the said parties of the second part and the said presi- "dent of the party of the first part, and shall be used "solely for the purposes herein specified. And it is ex- "pressly understood and agreed that the lien created by "this indenture on said lands granted by said Act of "Congress, shall upon the sale of any portion of said "lands as aforesaid, and the application of the purchase "price thereof as herein provided, cease so far as the "same relates to the portions of the lands so sold. The "parties of the second part shall not have the right to "make sale of any of said lands without the consent of "the party of the first part, except as herein specifically "provided.

"Fourth. That the said Oregon Central Railroad "Company, the party of the first part hereto, shall and "will, well and truly pay the said sums of money in said "three hundred bonds mentioned, together with the semi- "annual interest due or to become due thereon, at the "rate of seven per centum, at the times, in the manner, "and at the place specified therein,

"And further, said Oregon Central Railroad Com-
"pany, hereby covenants and agrees, that in case it shall
"have for the period of six months made default in the
"payment of the semi-annual interest due, or to become
"due on either or any of the said three hundred bonds;
"or in case it shall fail to appropriate and set apart in
"the hands of the said parties to the second part, all and
"singular the net proceeds of the sales of the said lands,
"granted to the party of the first part by the Act of
"Congress of the United States as aforesaid, as and for
"a sinking fund for and to be applied in payment or
"redemption of said three hundred bonds in the manner
"and subject to the conditions hereinbefore and in said
"Act of Congress specified, then and in either of said
"cases, after the lapse of said six months, the whole
"principal sum mentioned in each and all of said three
"hundred bonds, shall forthwith be and become due and
"payable, and the lien or incumbrance hereby created for
"the security and payment thereof, may be at once en-
"forced, anything in said bonds or in this indenture to
"the contrary notwithstanding, and that it shall and
"may be lawful, and the said parties of the second part
"and the survivor of them and their and his successors
"or successor, are hereby expressly authorized and em-
"powered upon the request in writing of the holders of
"at least one hundred of said three hundred bonds to
"enter into and upon, and to take actual possession of all
"and singular the railroad premises, franchises, right,
"property, real and personal, and effects hereby granted,
"conveyed, assigned, mortgaged, pledged, transferred

"and set over, or intended so to be, as a security for the "payment of said three hundred bonds, and by them- "selves or their agents to operate the said railroad, and "to take, collect and receive tolls, earnings, income and "profits thereof, and every part thereof, or to be derived "therefrom; and that they, said parties of the second "part, and the survivor of them and their or his suc- "cessors and successor, shall and may proceed, and are "hereby expressly authorized and empowered thereupon, "but within such reasonable time as they may deem "proper, not less than sixty days, and upon and after "public notice by advertisement for at least six weeks "in one or more newspapers, published in the cities of "New York, State of New York, and San Francisco, "State of California, and Portland, State of Oregon, "to proceed to sell at public auction in said City of Port- "land to the highest bidder, subject to any prior lien, "if any there shall be under said mortgage of the fif- "teenth day of July, one thousand eight hundred and "seventy-one, as well all and singular the said railroad "rights and franchises as all other, the property real and "personal and premises thereby granted, conveyed, as- "signed, mortgaged, pledged, transferred and set over "or intended so to be, and all benefit and equity of re- "demption whatsoever of the said Oregon Central Rail- "road Company, the said party of the first part hereto, "of, in and to the same, and every part and parcel there- "of, together with the benefit of the franchises belong- "ing thereto or connected therewith.

"And as the attorney or attorneys of the said Oregon

"Central Railroad Company, the said party of the first "part hereto, for that purpose by these presents duly "appointed and constituted the said parties of the sec- "ond part, and the survivor of them and their and his "successors and successor shall have full power and au- "authority to make, execute, and deliver to the pur- "chaser or purchasers thereof a good and valid and suffi- "cient deed or deeds, conveyance or conveyances, as- "signment or transfer in fee simple or otherwise of said "railroad lands, tenements and real estate, and of all "and singular, the said personal or other property, fran- "chises, rights and premises hereby granted, assigned, "transferred or conveyed as aforesaid, which sale so to "be made as aforesaid, and which deeds, conveyances, "assignments and transfers so to be made and delivered "as aforesaid, shall operate to convey, assign, transfer "and vest in said purchaser or purchasers all the right, "title, interest and estate whatsoever, revisionary or "otherwise, of the said Oregon Central Railroad Com- "pany, the party of the first part, of, in and to the prem- "ises so sold, conveyed, assigned, transferred, and which "sale so to be made shall be a complete and perpetual "bar, both at law and in equity, against the said Oregon "Central Railroad Company, the party of the first part, "its successors and assigns, and all persons or parties "claiming by, from or under it, or them, in anywise or "manner whatsoever, and that out of the moneys or pro- "ceeds arising either from said tolls, earnings or re- "ceipts or said railroad or premises, or at or from said "sale so to be made as aforesaid, after first deducting the

"expenses, disbursements, costs, charges and counsel "fees incurred in and about the conducting of said sale "or running and operating said railroad, as well as a "reasonable compensation to themselves for their serv- "ices in the premises, they, the said parties of the second "part, and the survivor of them, their or his successors "or successor, shall pay the amount then remaining un- "paid and due on said three hundred bonds, and thereby "secured, or so many as shall then be outstanding and "unpaid, together with all arrears of interest then due "or owing upon the same, rendering or paying over the "surplus of all such moneys, if any there shall be, to "the said party of the first part hereto, its successors "or assigns.

"Provided always, and this indenture is upon the "express condition that if the existing bonds of the party "of the first part secured by said mortgage or deed of "trust of the fifteenth day of July, one thousand eight "hundred and seventy-one, shall hereafter be retired and "cancelled and the said mortgage extinguished, said Ore- "gon Central Railroad Company, party of the first part, "may create a new mortgage upon its road, lands and "property in this indenture conveyed and intended to "be conveyed, to secure its bonds to be issued to an "amount including said three hundred bonds of not ex- "ceeding twenty thousand dollars for each mile of its "road, which bonds shall be issued only in proportion "and as fast as such roads is completed, of which bonds "last mentioned said three hundred bonds shall form a "part and upon the execution, delivery, and lawful word-

"ing of such new mortgage securing said three hundred "bonds as aforesaid, and the completion of the road of "said company to Junction City, in the County of Lane, "in the State of Oregon. Provided, always that said "new mortgage shall contain clauses, covenants and pro- "visions similar, so far as the same are applicable to the "clauses, covenants and provisions herein contained. And, "provided further, that said new mortgage shall first be "submitted to and approved as to its form and substance "by said parties of the second part, of their counsel, and "shall be a first lien; together with the additional bonds, "at the rate of twenty thousand dollars per mile of com- "pleted road hereinbefore mentioned; upon the prop- "erty and premises therein and thereby conveyed, this "mortgage shall be surrencered up, extinguished and "canceled of record, and the lien thereof shall thereupon "cease. And provided further, and this indenture is "upon the express condition that in the case of an ar- "rangement by which the said Oregon Central Railroad, "or the Oregon and California Railroad, shall be sold "or transferred to or combined with any other railroad "company or corporation, and upon any such sale or "organization or combination new bonds of any kind "shall be issued by such other railroad company or cor- "poration and paid for the said road so sold or trans- "ferred, then and in any such case, an equal number of "such new bonds or (in case the interest reserved on "said bonds be less than seven per centum per annum) "an amount the annual interest upon which shall be "equal to the interest payable upon said three hundred

"bonds shall be offered to the owners and holders of "said three hundred thousand dollars of bonds to be "secured by this indenture, and in case such new bonds "shall be equal in value to the bonds of the Central Pa- "cific Railroad Company, or shall be guaranteed by the "Central Pacific Railroad Company or other corpora- "tion of equal financial standing, whose bonds are of "equal or greater market value then the first mortgage "bonds of said Central Pacific Railroad Comapny, then "the owners and holders of said bonds shall accept the "said new bonds, and shall by the purchase of the said "new bonds be deemed to have agreed with said com- "pany to accept the same at any time within six years "from the first day of March, one thousand eight hun- "dred and seventy-six, in lieu of said three hundred "bonds secured by this indenture, and the lien of this "indenture shall thereupon cease, and the same shall be "surrendered up and canceled of record.

"THIS INDENTURE further witnesseth, and "these presents are upon the express condition that upon "payment in full of said three hundred bonds, and the "interest due thereon, then these presents, and the es- "tate hereby granted shall cease, and be void, and the "Oregon Central Railroad Company, the party of the "first part, shall be immediately and fully re-invested "with the said premises hereby granted in law and in "fact, without any entry or other act whatsoever, and "that until default shall be made by said party of the "first part hereto, either in payment of said three hun- "dred bonds or in payment of the interest due, or to

"grow due thereon, as aforesaid, or in appropriating and "setting apart in the hands of the parties of the second "part, their successors or successor, all and singular the "net proceeds of the sales of said lands granted by the "Act of Congress aforesaid as a sinking fund, to be "kept invested in bonds of the United States, or other "safe and more productive securities, for the purposes "hereinbefore mentioned and described, or in keeping "and observing any of the covenants and agreements "hereinbefore contained, the said Oregon Central Rail-"road Company, the party of the first part, and its suc-"cessors and assigns, shall remain in the quiet and peace-"able possession and enjoyment of the said premises and "property hereby granted or conveyed, or intended so "to be, as aforesaid.

"THIS INDENTURE further witnesseth, that "either of said parties of the second part may resign the "trust hereby imposed upon him by delivery to the presi-"dent for the time being, of said party of the first part, "or leaving at his office in the City of Portland, as "aforesaid, or wherever said office may for the time "being be located, notice in writing by said trustee, "signed and acknowledged in such manner as to entitle "the same to be recorded in the offices where these pres-"ents are recorded, such notice, however, to be so deliv-"erd at least one month before such resignation is to "take effect.

"THIS INDENTURE further witnesseth, and it "is hereby expressly agreed that in case of the death,

"resignation, incapacity or inability of either of the par-
"ties of the second part to act in the execution of any
"of the trusts aforesaid, then it shall and may be lawful
"for the remaining acting surviving or competent
"trustee, and the president for the time being of the
"party of the first part, and they are hereby empow-
"ered and directed to select and appoint by an instru-
"ment in writing under their hands and seals; which
"shall be recorded in the same office where this indenture
"shall be recorded, one or more competent persons to
"fill the vacancy so created in the manner aforesaid,
"and that in the case of the death, resignation, incapa-
"city or inability of both of said parties of the second
"part at the same time, then and in that case it shall and
"may be lawful for the president alone, for the time
"being of the said party of the first part, and he is here-
"by empowered in like manner to select and appoint
"competent persons to fill the vacancies thus created,
"and in case of failure on the part of said president and
"said remaining trustee, or either of them, to fill said
"vacancies in the office of trustee under this instrument,
"for the period of three months after such vacancies
"occur, it shall be lawful for the holders of said three
"hundred bonds, to the amount of ten per cent. thereof
"or upwards, to apply to any court of competent juris-
"diction in any county through or into which said rail-
"road runs, for the appointment of a trustee or trustees
"to fill such vacancy or vacancies, and such person or
"persons so appointed trustee or trustees shall have and
"possess and be invested with the same estates, rights

"and powers as trustee or trustees as he or they would "have had and possessed or been invested with had he or "they been originally made a party or parties of the sec- "ond part to this indenture, and shall perform the same "duties in all respects and until such appointment shall "be made in the manner aforesaid, and notwithstanding "any vacancy or vacancies as aforesaid, said remain- "ing, surviving, acting, or competent trustee shall have "full power and authority to execute each and all of "the trusts hereby created, and their and his acts in the "premises shall be as legal, valid and effectual in all "respects and to all intents and purposes as if the same "acts had been done and performed by all the parties "hereto of the second part; and in case said appoint- "ment shall be made in the manner aforesaid, said party "of the first part hereby covenants to make, execute "and deliver, all such other or further instruments, "deeds, indentures or assurances as may be necessary to "enable the person or persons so appointed to execute "the trusts hereby created and declared, as fully and "perfectly in all respects as he or they could have exe- "cuted the same if originally made a party or parties of "the second part to this indenture. And it is hereby "distinctly declared that no party of the second part "nor his successors shall be nor shall be held to be, in "any case, contingency or event, liable for any act, neg- "lect or default of any other of said parties of the sec- "ond part hereto, or their successors, but every party of "the second part hereto shall be liable for his own sev- "eral acts, neglects and defaults alone.

"And also, that none of the said parties of the sec-
"ond part or their successors shall be liable for any pro-
"ceeds of any sales of said lands, franchises or property
"above mentioned and hereby conveyed or intended so
"to be, except such as shall be actually by them or him
"in hand received. And also, that the parties of the
"second part shall not be obliged to take possession of
"said railroad or any of the property connected there-
"with or manage, or control, operate or conduct the
"same (except the proceeds of lands by said party of
"the first part, sold as herein above provided for), until
"they, the said parties of the second part, shall have
"been reasonably indemnified against all and every ex-
"pense, loss, cost, damage or liability by them suffered,
"made, paid or incurred by reason thereof. And also,
"that the parties of the second part, by becoming parties
"to this instrument and accepting the trust hereby
"created, do not incur and shall not be held to have in-
"curred any obligation or responsibility whatever by
"reason of or in respect of the various recitals herein
"above made.

"IN WITNESS WHEREOF: The said Oregon
"Central Railroad Company, the party of the first part
"hereto, hath caused these presents to be subscribed by
"its president, and attested by its secretary, and hath
"under the express authority of the resolutions of its
"board of directors, caused its corporate seal to be
"hereunto affixed, and the parties of the second part,
"strangers to the several recitals herein, for the sole
"purpose of signifying their acceptance of the trusts

"hereby and herein created, have hereunto subscribed "their names and affixed their respective seals, the day "and year first above written.

T. R. CORNELIUS,
President of the Oregon Central Railroad Company.

A. G. CUNNINGHAM,
Secretary of the Oregon Central Railroad Company.

"(Seal of the Oregon
Central Railroad
Company.)

WILLIAM D. SHIPMAN. (L. S.)

SAMUEL L. M. BARLOW. (L. S.)

"Sealed and delivered in the presence of J. N. Dolph, Joseph Simon.

"State of Oregon, County of Multnomah, ss.

"Be it remembered, that on this thirtieth day of "August, A. D. one thousand eight hundred and seven-"ty-six, before me, the undersigned, a notary public in "and for the county of Multnomah, and State of Ore-"gon, duly commissioned and qualified, personally came "T. R. Cornelius, president of the Oregon Central Rail-"road Company, and A. G. Cunningham, secretary of the "Oregon Central Railroad Company, whose names are "subscribed to the foregoing mortgage or deed of trust as "the parties thereto, and as the president and secretary of "said Oregon Central Railroad Company, both person-"ally known to me to be the individuals named and de-"scribed in and who executed the said mortgage and deed

"of trust, and they severally acknowledged to me that "he, the said T. R. Cornelius, as president of the Oregon "Central Railroad Company, and he, the said A. G. "Cunningham, as secretary of the said Oregon Central "Railroad Company, executed the foregoing mortgage "or deed of trust as and for the act and deed of the said "Oregon Central Railroad Company, freely and volun- "tarily, and for the uses and purposes therein mentioned; "and he, the said A. G. Cunningham, being by me duly "sworn, did depose and say, that he is the secretary of the "said Oregon Central Railroad Company, and resides in "the City of East Portland, Multnomah county, in the "State of Oregon; that he is the legal custodian of, and "has in his possession, and is acquainted with the cor- "porate seal of the said Oregon Central Railroad Com- "pany; that the seal affixed to the within and foregoing "mortgage and deed of trust is such corporate seal; that "the same was so affixed by him as secretary of said "company on the thirtieth day of August, A. D. one "thousand eight hundred and seventy-six, by order of the "board of directors of said company; and that he signed "his name as secretary thereto by the like order of the "said board of directors.

"In witness whereof, I have hereunto subscribed my "name and affixed my notarial seal the day and year "above written, at the city of Portland, Multnomah "county, State of Oregon.

"(Notarial Seal.) JOHN D. BILES.

Notary Public in and for the County of Multnomah, State of Oregon.

"State of Oregon, Department of State, ss.

"I, S. F. Chadwick, Secretary of State of the State "of Oregon, do hereby certify that Jno. D. Biles, whose "name is subscribed to the foregoing and annexed cer- "tificate of acknowledgment to said mortgage or deed "of trust, was at the time of taking such acknoowlg- "ment and signing such certificate, to wit: on the thir- "tieth day of August, A. D. one thousand eight hundred "and seventy-six, a duly commissioned, qualified and act- "ing notary public, in and for the county of Multnomah, "and State of Oregon, and that he was by the laws of the "State of Oregon duly authorized and empowered to "take and certify under his notarial seal, acknowledg- "ments of deeds of conveyance and mortgages and deeds "of trust, and his signature to such certificate is genuine, "also his notarial seal, and that full faith and credit are "due to his official acts as such.

"Witness my hand and the great seal of the State, "at my office in the city of Salem, State of Oregon, "this thirtieth day of August, A. D. one thousand eight "hundred and seventy-six.

"(Seal of the State of Oregon.)

S. F. CHADWICK,
Secretary of State of Oregon.

"United States of America, State of New York, City and County of New York, ss.

"Be it known, that on this second day of October, "A. D. one thousand eight hundred and seventy-six,

"before me, Edwin F. Corey, junior, a notary public "of the State of New York, duly commissioned and "sworn, and dwelling in said city and county of New "York, personally appeared the within-named William "D. Shipman and Samuel L. M. Barlow, to me per- "sonally known to be the identical persons described "in and who executed the within instrument, and sev- "erally acknowledged to me that they executed the same "freely and voluntarily, for the uses and purposes therein "named.

"In witness whereof, I have hereunto set my hand "and affixed my notarial seal the day and year last "aforesaid.

"(Notarial Seal.) EDWIN F. COREY, Jr.,
Notary Public, City and State of New York.

"State of New York, City and County of New York, ss.

"I William Walsh, clerk of the city and county of "New York, and also clerk of the Supreme Court for the "said city and county, the same being a court of record, "do hereby certify that Edwin F. Corey, Jr., whose name "is subscribed to the certificate of the proof of acknowl- "edgment of the annexed instrument and thereon writ- "ten, was at the time of taking such proof or acknowledg- "ment a notary public in and for the city and county of "New York, dwelling in the said city, commissioned and "sworn, and duly authorized to take the same. And, "further that I am well acquainted with the handwriting "of such notary, and verily believe that the signature "to the said certificate of proof or acknowledgment

"is genuine. I further certify that said instrument is "executed and acknowledged according to the law of "the State of New York.

"In testimony whereof, I have hereunto set my hand "and affixed the seal of the said court and county the "second day of October, one thousand eight hundred "and seventy-six.

"(Court Seal.) WM. WALSH, Clerk.

"Received for record at ten o'clock A. M., October "fourteenth, one thousand eight hundred and seventy-"six.

"State of Oregon, County of Multnomah, ss.

"I, James A. Smith, county clerk of the County "Court of the county of Multnomah, and State of Ore-"gon; do hereby certify that the foregoing copy of "mortgage or deed of trust has been by me compared "with the original, and that it is a correct transcript "therefrom, and of the whole of such original mortgage "or deed of trust as the same appears of record at my "office, and in my custody.

"In testimony whereof, I have hereunto set my hand "and affixed the seal of said court this twenty-eighth "day of November, A. D. one thousand eight hundred "and seventy-seven.

"(Seal.) JAMES A. SMITH, Clerk."

## GOVERNMENT'S EXHIBIT NO. 126D.

## "CONTRACT BETWEEN BEN HOLLADAY AND THE FRANKFORT COMMITTEE.

"AGREEMENT made this twenty-ninth day of "February, in the year one thousand eight hundred and "seventy-six, between Ben Holladay of Harrison, West- "chester county, New York, party of the first part, and "Heinrich Hohenemser, of the city of Frankfort-on-the- "Main, Prussia, director of the Deutsche Vereins Bank, "in the same city; Julius Schmidt, banker of the city "of Frankfort-on-the-Main; Paul Reinganum, doctor "of law and attorney-at-law of the city of Frankfort-on- "the-Main; Hermann Koehler, merchant of the city of "Frankfort-on-the-Main; Adolph Otto, doctor of law "and attorney-at-law of the city of Heilbronn, kingdom "of Wirtemberg; Michael Benjamin, banker of the city "of Munich, kingdom of Bavaria; Carl Stachelin-Buck- "nor, of the city of Basle, Switzerland, partner in the "house of Messrs. Iselin and Stachelin, and Henry Vill- "ard, of the city of Heidelberg, grand duchy of Gaden, "being owners and possessors of ten millions two hun- "dred and fifty-five thousand one hundred dollars "($10,255,100), first mortgage bonds of the Oregon and "California Railroad Company, parties of the second "part, witnesseth: In consideration of the mutual cove- "nants and agreements hereinafter expressed, the said "parties have agreed, and do hereby mutually agree as "follows:

"First. The said Holladay sells and transfers, and "agrees to sell and transfer to said parties of the second "part, or to such persons as they may designate, nine- "teen millions of the stock of the Oregon and California "Railroad Company, being all of the lawfully issued "stock of the said company, excepting only one million "now held by Milton S. Latham.

"Second. The said Holladay in like manner sells "and transfers and agrees to sell and transfer to said "parties of the second part, or to such persons as they "may designate, a majority of the stock of the Oregon "Central Railroad Company, viz., over seventy-five "thousand shares thereof, the remainder being held by "Milton S. Latham and others.

"Third. The said Holladay in like manner sells and "trainsfers, and agrees to sell and transfer to said par- "ties of the second part, or to such persons as they may "designate, all of the stock of the Oregon Steamship "Company, the same now standing in the name of Milton "S. Latham, and at the option of said parties of the "second part, or such person as they may designate, the "said Holladay agrees to guaranty and to fulfill said "guaranty, and he hereby guarantees that the benefits "arising from the now existing contract or contracts for "the carriage of the mails between Portland and Sitka "for the remainder of the time of said contract shall "accrue to the Oregon Steamship Company, if it elects "to continue said service for the remainder of said con- "tract term.

"Fourth. The said Holladay, in like manner, sells "and transfers and agrees to sell and transfer to said par- "ties of the second part, or to such persons as they may "designate, all of the stock of the Portland Warehouse "and Dock Company, viz., five hundred thousand dol- "lars, and the said Holladay covenants that the title of "said company to its real estate is perfect and free from "liens or incumbrances, and that said company is free "from floating debt and other debts, except as to a mort- "gage on its real estate of thirty-five thousand dollars "or thereabouts, which mortgage said Holladay agrees "to pay and cancel out of the first moneys to be paid "to him by said parties of the second part, or such per- "sons as they may designate as is hereafter agreed. The "net earnings of said last-named company, up to the "date of this agreement, are not to belong to the said "parties of the second part.

"Fifth. And the said Holladay agrees that any "existing contracts between the Oregon and California "Railroad Company, the Oregon Steamship Company "and the Oregon Central Railroad Company, or either "of them, with the Oregon Transfer Company, shall be "modified, previous to the execution of this contract, by "a new agreement between the proper parties, to the "reasonable satisfaction of the parties of the second part "to these presents, or to such persons as they may desig- "nate.

"Sixth. The said Holladay agrees to furnish to said "parties of the second part, or of such persons as they "may designate on the execution hereof, a full release

"by the North Pacific Transportation Company of all "its claims both upon the Oregon and California Railroad "Company and the Oregon Central Railroad Company; "that against the last-named company being in amount "about ninety thousand dollars, and until said claims are "in some manner satisfactorily released, the parties of the "second part may retain an amount of said bonds, part "of the three hundred thousand dollars herein agreed to "be paid to said Holladay, equal to the amount of said "claims.

"Seventh. The said Holladay agrees to pay, on "the execution hereof, to the Oregon and California Rail-"road Company, the amount due to it by the Portland "Street Railroad Company, for certain iron, being five "thousand one hundred and three dollars and sixty-eight "cents. And said Holladay further agrees to pay, on "the execution hereof, all other sums for which he is liable "to any of the companies hereinbefore named, amounting "to two thousand eight hundred dollars or thereabouts, "and in some valid and effectual manner to release and "waive, previous to the execution hereof, all claims for "salary as president of the Oregon Steamship Com-"pany, and to cause the entries to his credit on this ac-"count on the books of said company to be effectually "cancelled and discharged in accordance herewith. And "said Holladay also agrees, previous to the execution "hereof, to waive and release his claim to additional com-"pensation as president of the Oregon Central Railroad "Company, made since December twenty-first, one "thousand eight hundred and seventy-five, and cause

"the entries to his credit on this account, on the books "of said company, to be effectually canceled and dis- "charged in accordance herewith. And said Holladay "likewise agrees, on the execution hereof, to pay the sum "of three hundred dollars towards the costs of investi- "gating the title of the Portland Warehouse and Dock "Company to the real property sold herein. All the "moneys, the payment of which is herein stipulated by "said Holladay, shall be deducted from the first cash "payment herein named for the properties of the Port- "land Warehouse and Dock Company.

"Eighth. And the said Holladay further covenants "and agrees with the said parties of the second part that "the books of accounts of the Oregon and California "Railroad Company and the Oregon Central Railroad "Company are to the best of his knowledge full, accur- "ate, and true, and that the trial balance and monthly "statement of January, one thousand eight hundred and "seventy-six, are as he believes full, accurate and true, "and that there are no other legal and valid claims "against either of said railroad companies, of which he "has any knowledge or notice, excepting only small "sundry claims for rights of way, and certain claims of "Hallet and Elliot which have been made known to "the parties of the second part; and that there are no "contracts with or for salaried officers, or other offi- "cers, except for the ordinary services and salaries of "the current year, and that there are no contracts which "do not expire at the end of each fiscal year, and which "have not been made known to the parties of the second

"part. And the said Holladay further covenants and "agrees with the parties of the second part that the books "of account of the Oregon Steamship Company, so "far as he knows and believes, are accurate and full, "and that there are no debts or claims due by said com- "pany, so far as he, said Holladay, knows and believes "which are not fully known to Milton S. Latham, and "the only debts which he, the said Holladay, has any "knowledge or information apart from the current "money bills, and repairs, and the debt of the European "creditors, represented by Latham, is what may be due "for current salaries, supplies and payrolls. And said "Holladay further covenants and agrees for himself, his "heirs and legal representatives, that he will on demand "either convey to the Oregon and California Railroad "Company, to the Oregon Central Railroad Company, "to the Oregon Steamship Company, and to the Port- "land Warehouse and Dock Company, or to any of "them, or else, as the case may be, will take all necessary "legal proceedings in conjunction with said companies, "or any of them, for the purpose of compelling the trans- "fer to said companies, or any of them, of any real es- "tate or other property or rights which equitably belong "to said companies, or any of them (if any such prop- "erty or rights there be), but which may now be held "by or stand in the name of said Holladay, or any other "person or persons or corporations in trust having been "purchased for said corporations or conveyed to him for "their use.

"Ninth. And the said Holladay further covenants

"that he will obtain and cause to be delivered to the "Oregon and California Railroad Company a good and "sufficient deed with covenants of warranty against the "acts of the grantors from one James G. Hughes to the "said railroad company for certain property at Junction "City and Drain stations and Oregon City, being all "the property at said places standing in the name or "under the control of said Hughes, which has heretofore "been a subject of controversy between the parties to "this agreement, or will take such proceedings as may "be necessary to secure such title. And also that he will "obtain and cause to be delivered a good and sufficient "deed, with full covenants of warranty from the Willam- "ette Real Estate Company to the said railroad com- "pany, in accordance with an existing contract for the "said conveyance. And also that he will cause to be "executed and delivered to the Oregon Central Railroad "Company a good and sufficient deed, with full cove- "nants of warranty by the Portland Warehouse and "Dock Company of the depot property sold by it to said "railroad company. And said Holladay further agrees "to execute, or cause to be executed, all further or other "instruments or assurances which may be necessary or "proper to perfect the title to any of said parcels of "real estate.

"Tenth. And said Holladay covenants that to the "best of his knowledge and belief, the company has set- "tled, confirmed and paid all claims of one Hallet "against the Oregon and California Railroad Company, "and that he has no valid claim against the said com-

"pany, and that in like manner all claims of said Elliott, "or of Elliott and one Nightingale, are invalid, and "said Holladay agrees, without charge, to furnish the "said parties of the second part for the use and benefit "of the Oregon and California Railroad Company, "when required, every assistance in his power to defend "and defeat all of said claims. And said Holladay also "agrees to furnish copies of all agreements of one Gaston "made at the time of the compromise of his claims "against the said Oregon Central Railroad Company, if "the same are not already on file in the company's "office, and further said Holladay agrees, on demand, to "give to the parties of the second part his resignation "as president of the companies herein referred to, and "also to procure the resignation of the vice-presidents "and secretaries of said companies, excepting only the "secretary of the Oregon and California Railroad Com- "pany, and the secretary of the Oregon Steamship Com- "pany, which last he will obtain if possible.

"Eleventh. And the said Holladay covenants and "agrees not to engage, directly or indirectly, whether as "part owner of a vessel or in any other way whatso- "ever, in any trade or business which can or shall be "in conflict with the business or interests of the Oregon "and California and the Oregon Central Railroad, and "the Oregon Steamship Companies, and not to erect any "docks or warehouses which might come in competition "with and affect injuriously the business of the Portland "Warehouse and Dock Company. And the said Holla- "day, at the time of the execution hereof, shall enter into

"a personal bond in the sum of one hundred thousand "dollars in gold coin for the faithful performance of this "covenant. Said covenant shall continue in full force for "the term of ten years from the date hereof. But this "covenant is not to be considered so as to affect the full "use and enjoyment of the present charter of the steam-"ship 'California,' which said parties of the second part "agree shall be confirmed in its present tenor for the full "unexpired term thereof, provided the same was made "with the knowledge and consent of Milton S. Latham, "for the European creditors of the Oregon Steamship "Company; nor shall said covenant affect the use in "any trade or business not directly in conflict for the "time being with the business of the Oregon Steamship "Company of the ship 'Idaho,' in which vessel Holladay "is a part owner. But except as aforesaid, this general "covenant shall apply to both the 'California' and "'Idaho,' so long as Ben Holladay retains any interest "therein as owner or otherwise. And the said parties of "the second part, in consideration of the premises, and "of the foregoing covenants to be kept and performed "by said Holladay, in behalf and as the agents and repre-"sentatives of bondholders of the Oregon and California "Railroad Company to the extent that they represent "the said bonds as aforesaid, covenant and agree with "the said Holladay, and with his legal representatives, "as follows:

"Twelfth. That all of said stocks referred to in "article first and second of this agreement may be forth-"with placed in the hands of the bank of the State of

"New York, of the City of New York, as a trustee, "to be held by it until the delivery of the three hundred "thousand dollars of bonds hereinafter more specifically "referred to, whereupon the same are to be duly de- "livered to said parties of the second part or to such "persons as they may designate. And until this sur- "render it is agreed between the parties to these presents "that said parties of the second part, or to such persons "as they may designate, shall have the power to vote by "proxy upon all of said stocks.

"Thirteenth. That simultaneously with such de- "posit the said parties of the second part shall pay to "said Ben Holladay the sum of two hundred thousand "dollars ($200,000), in gold coin of the United States, "less the amount due under the mortgage on the proper- "ty of the Portland Warehouse and Dock Company, "hereinbefore mentioned, and less the payments stipu- "lated in article seven of this agreement; and within one "year thereafter the said parties of the second part will "make to said Holladay or to his assigns a further pay- "ment, in like gold coin, of the sum of fifty thousand "dollars ($50,000), with interest at six per cent. per "annum, if the said Holladay shall have faithfully and "strictly complied with his covenants and agreements "hereinbefore expressed.

"Fourteenth. And further, the said parties of the "second part covenant that they will within a reasonable "time after the execution hereof cause to be created, "executed and delivered to the said Holladay or to his

"assigns, three hundred bonds of one thousand dollars "each, payable in thirty years after their date, to-wit: "first of March, one thousand eight hundred and seventy "six, bearing seven per cent. interest, payable semi- "annually, principal and interest to be payable in gold, "such bonds to be created and issued by the Oregon Cen- "tral Railroad Company, under the corporate seal of "said company, and to bear coupons as usual. The "form and manner of the original creation and issue of "said bonds to be agreed upon between the respective "counsel of the parties hereto. The said bonds shall be "secured by a mortgage of said road, and in case the "said parties of the second part shall hereafter secure the "control of the existing bonds on the Oregon Central "Railroad Company, said bonds shall be retired and "canceled, and the mortgage securing them be extin- "guished. But in case of such retirement or cancella- "tion of the present mortgage bonds of the Oregon Cen- "tral Railroad Company, said company may create a "new mortgage for a sum not exceeding twenty thousand "dollars a mile, of which the afore-mentioned three hun- "dred thousand dollars of bonds shall be part upon the "completed road to Junction City. These bonds shall "be issued only pro rata as said railroad is completed, "and the interest on the above-named three hundred "thousand dollars of bonds, shall by apt legal instru- "ments to be devised by counsel, be secured by the pledge "of the net earnings of the Oregon and California Rail- "road, so far as the said parties of the second part have "the right to receive or control the same as representa-

"tives of the bondholders as aforesaid, so that they shall "be first applied to the payment of seven per cent. in- "terest on such three hundred thousand dollars "($800,000) of bonds of the Oregon Central Railroad "Company, before any interest is paid on any of the "existing bonds of the Oregon and California Railroad "Company, owned or controlled by said parties of the "second part. But the rights of Sulzbach Brothers are "hereby expressly saved, as the same are named under "a certain assignment and pledge of the interest coming "to the bondholders, represented by the parties of the "second part, to secure the repayment of two hundred "and fifty thousand dollars, in sums not exceeding forty "thousand dollars per annum. But neither the Oregon "and California Railroad Company nor the said parties "of the second part shall in anywise be liable directly "or indirectly for the payment of the principal of said "three hundred thousand dollars of bonds, nor for the "payment of interest otherwise than as aforesaid.

"And the said porties of the second part further "covenant that in case of an arrangement by which the "railroads controlled by the stocks now purchased from "said Holladay, or either of them shall be consolidated "with any other railroad or railroads, or shall be sold "to any other railroad or corporation, and upon any "such sale or reorganization or combination, new bonds "of any kind shall be issued and paid for the road or "roads now controlling under this agreement by said "parties of the second part, that then and in any such "case an equal number of such new bonds or an amount,

"the annual interest upon which shall be equal to the "interest payable to said Holladay upon the three hun- "dred thousand dollars of bonds above referred to, shall "be offered to said Holladay or his assigns in exchange "for the three hundred thousand dollars of new bonds "herein above agreed to be created and paid to him; "and in case such new bonds shall be equal in value to "the bonds of the Central Pacific Railroad Company, "or shall be guaranteed by the Central Pacific Railroad "Company or other corporations of equal financial "standing, then said Holladay for himself and his as- "signs agrees to accept the same in exchange for the "said three hundred thousand dollars of bonds. This "covenant on said Holladay's part to expire in six years "from the date hereof. And as to the rights and pow- "ers of the parties of the second part, and those whom "they represent, over the net earnings of the Oregon and "California Railroad Company, it is now expressly stat- "ed that they represent the portion of said earnings be- "longing and coming to such of the holders of the first "mortgage bonds of the Oregon and California Rail- "road Company as are represented by the parties of "the second part.

"Fifteenth. And the said parties of the second part "further agree with said Holladay that upon the strict "fulfillment of the several covenants hereinbefore ex- "pressed, and upon the condition that the financial con- "dition of the said several companies herein named is "found to correspond with the statements and accounts "rendered up to the execution of this agreement, in so

"far as he is personally responsible for the same, he, the "said Holladay, and his associates, as officers and "agents whose shares in the several companies afore- "mentioned, are hereby sold, and also all other holders "of stock in the several companies, aforenamed whose "shares are hereby sold, and the said Holladay indi- "vidually shall be formally and legally discharged and "released by the various companies against all accounts, "agreements, guarantees and demands incurred by them "in their representative capacities to this date, as far "as such acts, accounts, agreements, guarantees and de- "mands are shown and proved by the books and public "statements of the several companies herein named, and "for which said Holladay is liable to either of said com- "panies, it being the intention of the parties hereto, by "this sale, to settle and end all previous transactions "between the parties aforesaid, and said companies re- "spectively including those which have hitherto been "disputed by said parties of the second part, or of which "they have had actual or constructive notice. And also "that said Holladay shall be protected from, and in- "demnified against, all liability under the contract made "between said Holladay and said parties of the second "part of July, one thousand eight hundred and seventy- "four, by means of a covenant not to sue, or other in- "strument, sufficient to secure him from all liability "thereunder, without in any manner releasing or dis- "charging any other party. But such instrument shall "not affect the respective rights or liabilities of said "Holladay and Messieurs Sulzbach Brothers under said

"agreement in respect of a claim made by the latter for "a payment on account of interest of fifty thousand "dollars or thereabouts.

"Sixteenth. And said Holladay agrees in case the "issue of the pending suits of one Elliott, and of said "Elliott and Nightingale, shall in any way injuriously "affect the rights of the bondholders of the Oregon and "California Railroad Company that he, the said Holla- "day, will indemnify them for any loss or damage that "they may suffer in consequence thereof. And said "Holladay further covenants that he has full right and "lawful power to make, and agree to make, all the trans- "fers, conveyances and assurances hereinabove agreed "upon; and that he will, on demand, execute and secure "to be executed, all further necessary transfers and as- "surances in order more fully to carry out the purposes "of these presents the intention of the parties hereto, "being to secure to the said parties of the second part "through the transfers of the railroad stocks, and the "other stocks above mentioned, the substantial and abso- "lute control of both of said corporations and their prop- "erties.

"In witness whereof, the said parties have hereunto "set their hands and seals, the year and day first above "written.

"In presence of W. L. Halsey and S. O. Putnam.

BEN HOLLADAY, SEAL.
HEINRICH HOHENEMSER, SEAL.
JULIUS SCHMIDT, SEAL.

PAUL REINGOMEN, SEAL.
HERMAN KOEHLER, SEAL.
ADOLPH OTTO, SEAL.
MICHAEL BENJAMIN, SEAL.
CARL STAEHELIN-BUCKNOR, SEAL.
HENRY VILLARD, SEAL.
By Henry Villard, their attorney in fact.

"United States of America, State of California,) ss.
"City and County of San Francisco. )

"I, James L. King, a notary public, in and for said "city and county, residing therein, duly commissioned "and sworn, do certify that on this thirteenth day of "September, A. D. one thousand eight hundred and sev- "enty-seven, I carefully compared the foregoing copy "of an agreement of Ben Holladay with Heinrich "Hohenemser and others, and their signatures thereto, "with the original thereof, now in the possession of the "London and San Francisco Bank" (limited), of "San Francisco, California, and that the same is a full, "true, and correct transcript therefrom, and of the whole "of said original agreement.

"In witness whereof, I have hereunto set my hand "and affixed my official seal of my office, in the city "and county of San Francisco, State of California, this "thirteenth day of September, A. D. eighteen hundred "and seventy-seven.

"(Seal.) JAMES L. KING, Notary Public."

## GOVERNMENT'S EXHIBIT NO. 126 E

## "MODIFICATION OF AGREEMENT BE-"TWEEN HOLLADAY AND THE "FRANKFORT COMMITTEE.

"WHEREAS an agreement was entered into the "twenty-ninth day of February, A. D. eighteen hun-"dred and seventy-six, between Ben Holladay of Harri-"son, Westchester county, New York, party of the "first part, and Heinrich Hohenemser of the city of "Frankfort-on-the-Main, Prussia, director of the "Deutsche Vereins Bank, in the same city; Julius "Schmidt of the city of Frankfort-on-the-Main; Paul "Reinganum, doctor of law and attorney-at-law of the "city of Frankfort-on-the-Main; Herman Koehler, "merchant of the city of Frankfort-on-the-Main; "Adolph Otto, doctor of law and attorney-at-law of "the city of Heilbronn; kingdom of Wirtenberg; Mi-"chael Benjamin, banker of the city of Munich, king-"dom of Bavaria; Carl Staehlin-Bucknor of the city "of Bale, Switzerland, partner of the house of Messrs. "Iselin and Staehelin, and Henry Villard of the city "of Heidelberg, grand duchy of Baden, owners of cer-"tain first mortgage bonds of the Oregon and Califor-"nia Railroad Company, the parties of the second part;

"AND WHEREAS, facts and circumstances un-"known or not contemplated by the parties, have arisen "or been developed in attempting to carry out and exe-

"cute said agreement in detail which necessitate certain "changes in said agreement in some minor particulars; "and whereas both parties to said agreement desire such "changes to be now made;

"Now, therefore, this agreement made and entered "into this nineteenth day of April, A. D. eighteen hun- "dred and seventy-six, between Ben Holladay of West- "chester county, New York, by Henry Hampton, his "attorney in fact, duly authorized and empowered as "such, residing in the city of Portland, in the State of "Oregon, party of the first part, and Heinrich Hohen- "emser of the city of Frankfort-on-the-Main, Prussia, "director of the Deutsche Vereins Bank in the same "city; Julius Schmidt of the city of Frankfort-on-the- "Main; Paul Reinganum, doctor of law and attorney-at- "law of the city of Frankfort-on-the-Main; Herman "Koehler, merchant of the city of Frankfort-on-the- "Main; Adolph Otto, doctor of law and attorney at law "of the city of Heilbronn; kingdom of Wirtenberg; "Michael Benjamin, banker of the city of Munich, "kingdom of Bavaria; Carl Staehelin-Bucknor of the "city of Basle, Switzerland, partner in the house of "Messrs. Iselin and Staehling, and Henry Villard of "the city of Heidelberg, grand duchy of Baden, the "parties of the second part—

"WITNESSETH, in consideration of the prem- "ises and the mutual covenants in said agreement of "February twenty-ninth, eighteen hundred and seventy- "six, and herein contained, the said parties have agreed "and do hereby mutually agree to the following changes

"and modifications of said agreement:

"First. That the amount of the first mortgage "bonds of the Oregon and California Railroad Com- "pany owned or held and represented by said parties of "the second part, approximate ten millions of dollars, "and the said parties of the second part shall not be "bound or held to any more particular statement of "the amount of said bonds, anything in said contract "of February twenty-ninth, eighteen hundred and sev- "enty-six, to the contrary notwithstanding.

"Second. The net earnings of the Portland Ware- "house and Dock Company, prior to the twelfth day "of April, A. D. eighteen hundred and seventy-six, "shall not belong to the said parties of the second part, "the provisions of the 'fourth article' of said agreement, "to the contrary notwithstanding.

"Three. Nothing in said agreement of February "twenty-ninth, eighteen hundred and seventy-six, shall "be so construed as to prevent the Oregon Central Rail- "road Company from at any time hereafter issuing "bonds to the amount of more than twenty thousand "dollars per mile of its road, and of mortgaging its "road, lands, and other property to secure payment "thereof, but not so as to impair the security of said "three hundred bonds mentioned in said agreement.

"Fourth. No covenant or agreement of the parties "of the second part in said contract of February twenty- "ninth, eighteen hundred and seventy-six, contained, or "herein contained, affecting in any manner the rights

"of the bondholders of the said Oregon and California "Railroad Company, shall be construed to bind said "parties of the second part to any greater extent than "that they hold and represent the holders of the said "first mortgage bonds of the said Oregon and Califor- "nia Railroad Company.

"In witness whereof, the said Ben Holladay, by his "said attorney in fact Henry Hampton, and Heinrich "Hohenemser, Julius Schmidt, Paul Reinganum, Her- "man Koehler, Adolph Otto, Michael Benjamin and "Carl Staehelin-Bucknor, by their attorney in fact Hen- "ry Villard, and the said Henry Villard for himself, "have hereunto set their hands and seals the day and "year first above writetn.

"In the presence of R. Koehler, W. J. Bodley.

BEN HOLLADAY, SEAL.
By H. HAMPTON, his attorney in fact.
HEINRICH HOHENEMSER, SEAL.
JULIUS SCHMIDT, SEAL.
PAUL REINGAMUN, SEAL.
HERMAN KOEHLER, SEAL.
HENRY VILLARD, SEAL.
ADOLPH OTTO, SEAL.
MICHAEL BENJAMIN, SEAL.
CARL STAEHELIN-BUCKNOR, SEAL.
By HENRY VILLARD, their attorney in fact.

"We, the undersigned, have this twentieth day of "August, eighteen hundred and seventy-seven, com- "pared and examined the foregoing copy of contract "with the original in the possession of Mr. R. Koehler, "and the same we find to be a full, true and correct copy "of such original and the whole thereof. We further "certify that the signatures upon such original contract "are genuine.

P. SCHULZE,
JOSEPH SIMON,
R. KOEHLER.

"Portland, Oregon, August twentieth, eighteenth "hundred and seventy-seven."

## GOVERNMENT'S EXHIBIT NO. 126 F

"DEFINITE AGREEMENT BETWEEN "THE FRANKFORT COMMITTEE, THE "EUROPEAN CREDITORS, AND THE "THREE COMPANIES.

"This agreement, made and entered into this..... "day of ..... one thousand eight hundred and seventy- "seven, between the Oregon Steamship Company, a cor- "poration duly incorporated and organized under the "laws of the State of Oregon, party of the first part: "The Oregon and California Railroad Company, a like "corporation, duly incorporated and organized under "the laws of the said State, party of the second part: "The Oregon Central Railroad Company, of Portland,

"Oregon, a like corporation, duly incorporated and or-
"ganized under the laws of said State, party of the third
"part: The European creditors of the said Oregon
"Steamship Company, by Frederick Rodewald, their
"attorney in fact, duly made and constituted as such for
"the purposes of this agreement (the said creditors of
"said Oregon Steamship Company being the creditors
"thereof heretofore in the several contracts herein re-
"ferred to, represented by Milton S. Latham, trustee
"and attorney in fact, and who did, on the first day of
"August, one thousand eight hundred and seventy-two,
"advance to said steamship company the sum of eight
"hundred thousand dollars, United States gold coin,
"now reduced by payments thereon to six hundred and
"thirty thousand dollars, gold coin, and interest thereon
"from the first day of February, one thousand eight
"hundred and seventy-six), party of the fourth part:
"The European creditors of the Oregon Central Rail-
"road Company, by the said Frederick Rodewald, their
"attorney in fact, duly made and constituted as such
"for the purpose of this agreement (which last-men-
"tioned creditors of the said Oregon Central Railroad
"Company are the creditors thereof heretofore and in
"said

"Milton S. Lathom, as trustee and attorney in fact, and
"which said creditors or their assignors did, on the twen-
"ty-ninth days of February and August, A. D. one
"thousand eight hundred and seventy-two, advance in
"the aggregate to said Oregon Central Railroad Com-
"pany, the sum of one million dollars, United States

"coin, amounting now, with accrued interest, to one "million three hundred and sixty thousand five hundred "and fifty-five and fifty-five one-hundredths dollars, "United States coin), party of the fifth part; and Hein- "rich Hohenemser, of the city of Frankfort-on-the "Main, Prussia, a director of the Deutsche Vereins "Bank, in the same city; Philip B. Bonn, banker, of "the city of Frankfort-on-the-Main; Paul Reinganum, "doctor of law and attorney-at-law, of the city of Frank- "fort-on-the-Main; Herman Koehler, merchant, of the "city of Frankfort-on-the-Main; Adolph Otto, doctor "of law and attorney at law of the city of Heilbroon, "kingdom of Wirtenberg; Michael Benjamin, banker, "of the city of Munich, kingdom of Bavaria; Doctor "Gustav Kraus, of the city of Darmstadt, Grand duchy "of Hesse, by Henry Villard, of the city of Heidelberg, "Grand Duchy of Baden, their attorneys in fact, and "the said Villard, owners and possessors of certain first "mortgage bonds of the said Oregon and California "Railroad Company, of the sixth part:

"WITNESSETH, that whereas, on the sixth day "of April, A. D. one thousand eight hundred and sev- "entry-six, an agreement was made and entered into by "and between said Milton S. Latham, as agent of the "said party of the fourth part, and as agent of the said "party of the fifth part, and Henry Villard, as agent "of and in behalf of the said party of the sixth part: "And whereas, on the twenty-sixth day of May, A. D. "one thousand eight hundred and seventy six, an agree- "ment was made and entered into between said Oregon

"Steamship Company, as party of the first part; said "Oregon and California Railroad Company, as party "of the second part; said Oregon Central Railroad Com- "pany, as party of the third part; said creditors of the "Oregon Steamship Company, by said Milton S. La- "tham, as their trustee and attorney in fact, as party "of the fourth part; said creditors of the Oregon Cen- "tral Railroad Company, by Milton S. Latham, their "trustee and attorney in fact, as party of the fifth part; "and the said Heinrich Hohenemser and others, as party "of the sixth part, in and by which agreement the par- "ties thereto agreed to and confirmed all the provisions "of said recited agreement of April sixth, one thousand "eight hundred and siventy-six.

"And whereas, on the sixth day of December, A. D. "one thousand eight hundred and seventy-six, a pre- "liminary agreement was entered into by Frederick "Rodewald, as agent and on behalf of the said parties of "the fourth and fifth parts, and Hermann Koehler, as "agent and on behalf of the holders of the majority of "the first mortgage bonds of the Oregon and California "Railroad Company, modifying and changing said "agreements of April sixth and May twenty-sixth, one "thousand eight hundred and seventy-six, and providing "for the execution of this agreement by the parties here- "to, as a substitute in all respects for said agreements "of April sixth and May twenty-sixth, one thousand "eight hundred and seventy-six, which several agree- "ments are hereby referred to for more particular de- "scription;

"And whereas, the said several corporations, parties "hereto, are so connected in interest and business that "the prosperity of each is largely dependent upon the "prosperity of the others, and each is interested in con- "tinuing in operation each of the others;

"And whereas, the said parties of the fourth, fifth "and sixth parts, being creditors of said corporations "respectively, as hereinbefore stated, are likewise each "interested in continuing in operation and in advancing "the interests of each of the said corporations;

"And whereas, the expenditures heretofore made by "the party of the sixth part, and the liabilities incurred "by the parties of the second part, third parts, in pur- "suance of the terms of the compromise and settlement "of February twenty-ninth, one thousand eight hundred "and seventy-six, with Ben Holladay, theretofore owner "of a majority of the capital stock of the said parties "of the first, second and third parts, by which the inter- "ests of said Holladay were purchased, including the "payment of the purchase price of the Portland ware- "house and dock property, and the issuing to said Ben "Holladay, of three hundred thousand dollars of second "mortgage bonds of the Oregon Central Railroad Com- "pany, upon which the interest was guaranteed by the "said Oregon and California Railroad Company, with "the consent of the party of the sixth part, were, for the "reasons aforesaid, for the benefit of all the parties to "this agreement;

"And whereas, the adavnce of the sums hereinafter

"mentioned by the party of the sixth part, for the pur-
"chase of new steamships for the party of the first
"part; the covenant and agreement of the parties of the
"fourth, fifth and sixth parts not to foreclose or trans-
"fer their respective liens for the period of ten years
"hereinafter contained, the provisions for the applica-
"tion of a portion of the earnings of the steamship com-
"pany, to the construction of the Oregon Central Rail-
"road Company after payment of the claim of the said
"European creditors of the steamship company herein-
"after contained, and other provisions of this agree-
"ment, are, for the reasons aforesaid, of great advantage
"to and for the material benefit of all the parties to this
"agreement and form, with the cancellation of said
"agreements of April sixth and May twenty-sixth, one
"thousand eight hundred and seventy-six, a sufficient
"consideration and inducement to each of said parties
"to consent to and accept the terms of the said prelimi-
"nary agreement of December sixth, one thousand eight
"hundred and seventy-six, and to enter into the final
"agreement therein provided for;

"and whereas, the terms and conditions of said pre-
"liminary agreement of December sixth, one thousand
"eight hundred and seventy-six, as embodied in this
"agreement, have been accepted and agreed to by all
"the parties hereto, so far as the same affects their sev-
"eral rights under said contracts or otherwise;

"now, therefore, in consideration of the premises and
"of the mutual benefits to be derived by each under this

"agreement, the said parties hereto respectively cove-
"nant and agree with the other and others of them as
"follows, that is to say:

"ARTICLE 1. Upon the execution of this agree-
"ment, said agreements of April sixth, one thousand
"eight hundred and seventy-six, and May twenty-sixth,
"one thousand eight hundred and seventy six, shall be
"canceled, and in all respects superseded by this agree-
"ment, and as between the parties to said preliminary
"agreement of December sixth, one thousand eight hun-
"dred and seventy-six, both said contracts of April sixth,
"one thousand eight hundred and seventy-six, and May
"twenty-sixth, one thousand eight hundred and seventy-
"six, shall be deemed and taken to have been superseded
"by said preliminary agreement from the date thereof,
"to wit: December sixth, one thousand eight hundred
"and seventy-six."

"ARTICLE 2. The said party of the fourth part
"shall, and hereby covenants and agrees to reserve out
"of the net earnings and proceeds of the said steamship
"company, now pledged to said party of the fourth
"part, fifteen thousand dollars annually during the term
"of three years from the first day of September, one
"thousand eight hundred and seventy-six, in two in-
"stallments of seven thousand five hundred dollars each,
"payable every six months, on the last days of February
"and August of each year, and which amounts, so re-
"served, shall be applied to the payment of the interest
"on three hundred thousand dollars seven per cent.
"Oregon Central Railroad Company second mortgage

"bonds issued to Ben Holladay, in pursuance of the "before-mentioned compromise settlement of February "twenty-ninth, one thousand eight hundred and seventy-"six, between him and said Henry Villard, as agent, and "on behalf of the party of the sixth part.

"ARTICLE 3. In consideration of the premises "and the annual payment of fifteen thousand dollars, "as stipulated in Article 2, for the interest on said three "hundred thousand dollars second mortgage bonds is-"sued to Ben Holladay, as aforesaid, and in pursuance "of said several agreements hereinbefore mentioned, "said party of the sixth part had advanced to the said "Oregon Steamship Company, party of the first part, "seventy thousand dollars gold coin, for the purchase "and equipment of the steamship 'George W. Elder,' "and said party of the sixth part has also advanced, for "the consideration aforesaid, and in pursuance of the "agreements aforesaid, for the purchase and equipment "of a second new steamer as in said contracts provided, "to wit: 'City of Chester,' the further sum of seventy "thousand dollars gold coin. And it is agreed that such "advances, so made by the party of the sixth part, shall "be secured by mortgage on the aforementioned new "vessels, on account of which the aforesaid advances "were made respectively, the lien under which mortgage "shall be a joint one, covering both vessels, and shall "be subordinate only to such lien or liens as have been "given, or it may be necessary to give to the sellers of "such new vessels, or their assigns, to secure a portion of "the cost of the said two vessels as has not been advanced

"or paid by the parties of the first or sixth parts, or "either of them.

"ARTICLE 4. The advances to the party of the "first part by the party of the sixth part, referred to "in Article 9, shall bear interest at the rate of six per "centum per annum, and shall be repaid to said party "of the sixth part out of the earnings of the said party "of the first part, if such net earnings be sufficient, and "if not, then the extent thereof in the order provided "in the fifth article of this agreement, and as follows, "to wit: "The interest shall be paid semi-annually, and "payments on account of the principal thus advanced "shall be made to the amount of not less than ten per "centum annually in equal semi-annual payments. "After the first payment under this stipulation on "account of the principal, there shall be added to each "subsequent payment on account of the principal an "amount equal to the interest saved by the previous pay- "ment of principal, so that such semi-annual payments "of principal and interest, taken together, shall be not "less than eleven thousand and two hundred dollars until "said advances are fully paid. The semi-annual pay- "ments of both principal and interest shall be made on "the fifteenth days of April and October of each year; "but if said advances of said party of the sixth part shall "have been made for less than six months at the time of "the first payments on account of principal and inter- "est herein provided for, the amount of principal and "interest then due and payable shall only be proportion- "ate to the time for which said advances have actually

"been made previous to said time of payment.

"ARTICLE 5. The parties hereto further cove-"nant and agree, any prior rights of all or any of them "notwithstanding, to the use and application of the earn-"ings of the said party of the first part, the said Oregon "Steamship Company, to the following purposes, and "in the following order, to wit: First. To the pay-"ment of the cost of the new steamers above referred "to, in accordance with the stipulations and conditions "of the bills of sale or building contracts, under which "they have been bought or acquired; Second. To the "payment of interest and principal on the advances of "the party of the sixth part, as set forth in Article 4; "Third. To the annual payment, for three years, of "fifteen thousand dollars, as stipulated in Article 2; "Fourth. To the annual payment of the interest, at "the rate of ten per cent. per annum, and to the prin-"cipal due to the European creditors of the Oregon "Steamship Company, the party of the fourth part; "and upon the payment in full of the principal and in-"terest due to the said European creditors of the said "Oregon Steamship Company, the said stock of that "company now held as security by the parties of the "fourth and fifth parts, or either of them, or their "trustee, nominee or nominees, shall be transferred to "such parties or nominees as the party of the sixth part "may designate, free of all claim of said parties of the "fourth and fifth parts, and thereafter the earnings of "such steamship company shall be divided equally; and "one-half thereof shall be applied to the payment of

"the interest, (which shall be and is reduced to five per "cent. per annum, from April six, A. D. one thousand "eight hundred and seventy-six,) and of the principal "due to the said party of the fifth part, the said "European creditors of the Oregon Central Railroad "Company, and the other half of the said steamship com- "panys' earnings shall come to and be received by the "said nominee or nominees of the party of the sixth "part, as the holder or holders of the stocks of the said "steamship company, and shall be applied to the pay- "ment of whatever portion of the interest and of the "principal of the advances made and liabilities incurred "by the party of the sixth part, under the said com- "promise and settlement with Ben Holladay shall re- "main unliquidated, and next, to the completion of the "said Oregon Central Railroad Company, to the junc- "tion of said road with the Oregon and California Rail- "road at Junction City, or elsewhere; and upon the "payment in full of the principal and interest due to "the said European creditors of the Oregon Central "Railroad Company, the entire earnings of the Ore- "gon Steamship Company, shall be received by the "said nominee or nominees of the party of the sixth part, "as holder or holders of the stock of the said steamship "company.

"ARTICLE 6. Upon full payment or satisfac- "tion, as provided in this agreement, of the principal "and interest of the debts due to the party of the fourth "part, the said European creditors of the said Oregon "Steamship Company, and to the party of the fifth part,

"the said European creditors of the said Oregon Cen-
"tral Railroad Company, all other securities held by
"said parties of the fourth and fifth parts, or either
"of them, in respect to those debts, shall be turned over
"to the nominees of the party of the sixth part free
"of all claims of said parties of the fourth and fifth
"parts, to be held by the nominee or nominees of the
"party of the sixth part, in accordance with the true
"intent of this agreement and the rights of the several
"parties hereto.

ARTICLE 7. The said parties of the fourth and
"fifth parts (the other parties to this agreement con-
"senting thereto), hereby forever release the said party
"of the sixth part, and the said Henry Villard, and
"their and his representatives and assigns, from all lia-
"bilities, claims and demands, they, the said parties of
"the fourth and fifth parts, or either of them, may now
"or hereafter have against said party of the sixth part,
"or the said Henry Villard, or their or his representa-
"tives or assigns, as holder or holders, or otherwise,
"in respect to any amount of the stocks of the said
"Oregon Steamship Company, or of the said Oregon
"Central Railroad Company, claimed to be unpaid stock,
"now or at any time heretofore held, or which may here-
"after be held by the party of the sixth part, or by the
"said Henry Villard, or by any nominee, agent or rep-
"resentative of the party of the sixth part.

ARTICLE 8. The old steamships of the said
"Oregon Steamship Company, not required in the busi-

"ness of said company, shall be sold, and the net pro-
"ceeds applied to the payment of the cost of the said
"new steamships, or after such payment, used in like
"manner as the earnings of said company.

ARTICLE 9. The said party of the fifth part
"further covenants and agrees with the party of the
"sixth part, the other parties consenting thereto, that
"the said party of the sixth part shall have the right
"and option to acquire and purchase the claim of the
"said party of the fifth part, the said European credit-
"ors, of the Oregon Central Railroad Company at any
"time during the period of three years from December
"sixth, one thousand eight hundred and seventy-six,
"for the sum of two hundred and fifty thousand dollars
"($250,000), gold coin of the United States, and the
"further amount of any deficiency of interest which
"may have accrued between the interest actually earned
"and paid by the said railroad company to the party
"of the fifth part, added to the interest paid out of
"the earnings to the said steamship company, under
"Article 5 of this agreement, and the said interest of
"five per centum per annum, from the sixth day of
"April, one thousand eight hundred and seventy-six,
"upon the said principal sum of two hundred and fifty
"thousand dollars: Provided, however, that if the said
"party of the sixth part shall, after availing themselves
"of the option to purchase said claim at the price stated,
"transfer the road and other property of the said Ore-
"gon Central Railroad Company within the period of
"ten years from December sixth, one thousand eight

"hundred and seventy six, to any other person, persons "or corporations, the said party of the fifth part shall "receive the benefit of whatever consideration over and "above said two hundred and fifty thousand dollars, "and such deficiency of interest, as aforesaid, and the "necessary charges, expenditures, advances and inter- "est (at six per centum per annum), of the said party "of the sixth part, may be obtained by the said party "of the sixth part, or those whom it now represents for "said property.

ARTICLE 10. Neither of the parties of the "fourth, fifth or sixth parts shall, without the consent "in writing of the others first had, foreclose or transfer "the securities held by them respectively of said cor- "porations, to wit: the party of the fourth part, of the "Oregon Steamship Company; the party of the fifth "part, of the Oregon Central Railroad Company; and "the party of the sixth part, of the Oregon and Cali- "fornia Railroad Company, for the term of ten years "from December sixth, one thousand eight hundred and "seventy-six, if the terms and conditions of this agree- "ment shall, during the said term, be duly and faithfully "performed. "Provided, however, that the party of "the sixth part shall have the right of selling their inter- "est in the Oregon and California Railroad Company, "within the said term, upon the paying or causing to "be paid by the said Oregon Steamship Company, or "otherwise, in full, any indebtedness which may be then "due by the said Oregon Steamship Company to the "party of the fourth part; and upon paying or caus-

"ing to be paid by the said Oregon Central Railroad "Company, or otherwise, to the said party of the fifth "part, in full for the said claim of the party of the fifth "part (if said party of the sixth part shall not pre- "viously and within the time limited for that purpose "have exercised the right given by Article 9, of pur- "chasing the claim of the party of the fifth part, the "said creditors of the Oregon Central Railroad Com- "pany), the sum of four hundred thousand dollars, gold "coin of the United States; and the amount of any such "deficiency of interest, as mentioned in Article 9, on "the said sum of two hundred and fifty thousand dollars "($250,000), to the date of payment of the said four "hundred thousand dollars ($400,000).

"ARTICLE 11. It is understood and acknowl- "edged by the parties hereto, that the party of the sixth "part contracts and covenants in these presents, as "holder of a majority of the first mortgage bonds of "the said Oregon and California Railroad Company; "and it is further understood and agreed that all the "rights and benefits accruing to the party of the sixth "part, under these presents, shall at all times be enjoyed "by such holders of the majority of said mortgage bonds. "The holding of the majority of such mortgage bonds "shall be established in the manner provided in Article "12 of the agreement between the Oregon and California "Railroad Company and the holders of the first mort- "gage bonds thereof of July twenty-fifth, one thousand "eight hundred and seventy-four.

"In witness whereof, the said parties of the first,

"second and third parts have by resolutions of their "respective boards of directors duly passed, caused their "respective corporate seals to be hereunto affixed, and "these presents to be signed by their respective presi- "dents and secretaries; and the said parties of the fourth, "fifth and sixth parts, by their respective attorneys in "fact, have hereunto set their hands and seals, the day "and year first above mentioned.

HENRY VILLARD,

"(Seal) President of the Oregon Steamship Co.

JOHN D. BILES,

Secretary of the Oregon Steamship Co.

"(Seal) HENRY VILLARD,

President of the Oregon and Cal. Railroad Co.

A. G. CUNNINGHAM,

Secretary of the Oregon and Cal. Railroad Co.

"(Seal) T. R. CORNELIUS,

President of the Oregon Central Railroad Co.

A. G. CUNNINGHAM,

Secretary of the Oregon Central Railroad Co.

"The European creditors of the Oregon Steamship "Company, party of the fourth part, by Fred. Rode- "wald, their attorney in fact.

"The European creditors of the Oregon Central "Railroad Company, party of the fifth part, by Fred. "Rodewald, their attorney in fact.

HEINRICH HOHENEMSER, Seal.
PHILIP B. BONN, Seal.
PAUL REINGOMEN, Seal.
HERMAN KOEHLER, Seal.
ADOLPH OTTO, Seal.
MICHAEL BENJAMIN, Seal.
GUSTAVE KRAUSS, Seal.

By Henry Villard, their attorney in fact."

GOVERNMENT'S EXHIBIT NO. 126G

"COMPROMISE CONTRACTS OF 1874.

"No. 1. General Contract between the Oregon and "California Railroad and the Bondholders for "Funding Interest.

"WHEREAS, The Oregon and California Rail-"road Company has been unable to pay the coupons due "October first, one thousand eight hundred and "seventy-three; and April first, one thousand eight hun-"dred and seventy-four, on its debt of ten millions nine "hundred and fifty thousand dollars, for which its bonds "of various denominations, to the number of eighteen "thousand four hundred and fifty, have been issued se-"cured by a first mortgage running to Faxon D. "Atherton and Milton S. Latham, trustees; and, "whereas, it is probable that the receipts of said rail-

"road company will not be sufficient, for some time to "come, to pay the interest on said mortgage debt to the "stipulated amount of seven per cent. per annum; and, "whereas, the holders of said bonds are now entitled "to the full enjoyment of the security named in said "mortgage, and the same might now be enforced by "the said trustees, at their discretion, or on requirement "of the majority in interest of said bondholders; and, "whereas, it is the desire of the Oregon and California "Railroad Company, and of Ben Holladay, its presi- "dent, and the owner of the majority of its capital stock, "to enter into a satisfactory agreement with the holders "of the first mortgage bonds, so that they may not fore- "close the said mortgage and render the said stock of no "value; and whereas, Heinrich Hohenemser, director of "the Deutsche Vereins Bank at Frankfort-on-the-Main; "Aron Niederhofheim, manager of the branch of the "Bank of Commerce and Industry at Frankfort-on-the- "Main; Julius Schmidt, merchant at Frankfort-on-the- "Main; Adolph Otto, counsellor at law at Heilbronn in "the kingdom of Wirtenberg; Henry Villard, of Heidel- "berg in the Grand Duchy of Baden; Michael Benja- "maine, director of the Baierische Wechsler Bank at "Munich in the kingdom of Bavaria; Carl Staehelin- "Bucknow, of the firm of Iselin & Staehelin of Basle "in Switzerland; F. S. Van Nierop, director of the "Bank of Amsterdam in the kingdom of the Nether- "lands; and William Koester, of the firm of Koester "& Co., at Mannheim in the Grand Duchy of Baden, "are the holders of eleven thousand one hundred and

"forty-seven of said bonds of the Oregon and California "Railroad Company, to the amount, at their par value, "of six millions four hundred and sixty-eight thousand "and six hundred dollars ($6,468,600), being a majority "in interest and number thereof; and, whereas, the "above-named bondholders insist that the creditors of "said company have a claim upon the stockholders "thereof, and upon certain parties heretofore directors "thereof, in respect to the amount of alleged unpaid "stock and otherwise. Now, therefore, in consideration "of the premises, and of other valuable considerations "of the parties hereunto moving, it is hereby agreed "by and between the said Heinrich Hohenemser, Aron "Niederhofheim, Julius Schmidt, Adolph Otto, Michael "Benjamine, Carl Staehelin-Bucknow, F. S. Van "Nierop and Wilhelm Koester, by their attorney in "fact, Henry Villard; and the said Henry Villard, as "parties of the first part, the Oregon and California "Railroad Company as party of the second part, Ben "Holladay as party of the third part, and Faxon D. "Atherton and Milton S. Latham, trustees, as parties "of the fourth part, as follows, to wit:

"ARTICLE 1. The parties of the first part shall "have the right, during the continuance of this agree- "ment, and are hereby vested with whatever power and "authority shall be requisite for the purpose, to nominate "three members of the board of directors of the said "Oregon and California Railroad Company, with power "to remove them when and so far as it legally may, "and to make new nominations and appointments in

"their place in case of removal, resignation, expiration "of their term of office, or a vacancy in said office "from any cause. And the parties of the second part, "and third part, respectively covenant and agree to "incorporate and renew, or retain forever, and cause "to be so incorporated, renewed or retained, such pro- "visions in the by-laws of the party of the second part, "without any modification at any time as shall fix the "number of directors at the number of seven, not less "than five of whom shall constitute a quorum; and in case "the number of directors should at any time be required "by law to be changed, the proportionate number to be "nominated and chosen in behalf of the parties of the "first part, and the proportion necessary to constitute "a quorum, shall in no case be diminished without the "written assent of the parties of the first part; and the "parties of the second and third parts further covenant "and agree, that the persons to be designated by the "parties of the first part, from time to time, for the "board of directors, shall be legally chosen by the stock- "holders, and shall be placed in all respects upon a per- "fect equality with the other members of the board; and "that they, the parties of the second and third parts, "will, in all respects, to the extent of their power, pro- "mote the wishes and interests of the parties of the first "part, as touching their representation in said board "of directors, or any changes in such representation; "and the party of the third part covenants and agrees, "at all times, on demand, to deliver to said parties of "the first part, or their financial agent, without charge,

"such number of shares of the capital stock of said rail-
"road company as shall be requisite (under the law, or
"any rule or by-law of the company) to qualify their
"representatives as aforesaid to become lawful mem-
"bers of the board of directors; and the said party of
"the third party covenants and agrees to cause such
"shares to be registered in the books of said railroad
"company, in the names of such persons as shall be
"designated by the parties of the first part, as members
"of the board of directors as aforesaid. Said shares
"shall, on request of the parties of the first part, or
"their financial agent, be assigned in blank and de-
"posited to the order of the parties of the first part,
"with the London and San Francisco Bank, limited,
"or such other banking institution, as the parties of
"the first part may designate. And it is also covenanted
"and agreed by the parties of the second and third parts,
"that, at the time of executing this agreement, a suffi-
"cient number of vacancies shall be created in the board
"of directors, by resignation or otherwise, to reduce
"said board to the number of four, and that thereupon
"three persons, to be nominated by the parties of the
"first part as aforesaid, shall be legally elected to said
"board forthwith. And the party of the third part
"hereby covenants that none of his shares of the capital
"stock of the Oregon and California Railroad Company
"shall be transferred without notice of this to the pur-
"chaser.

ARTICLE 2. The parties of the first part shall "have, at all times, the right to be represented as to all

"matters concerning their interests in said railroad com-
"pany, or the property thereof, by a financial agent for
"the protection of the interests of the bondholders, who
"shall be selected by the parties of the first part, and
"who shall reside in such place as the said parties of
"the first part may designate. The salary of the finan-
"cial agent is hereby fixed at the sum of six thousand
"dollars per annum, in gold coin; and the additional
"sum of one thousand dollars per annum, in gold coin,
"when said agent shall act as chief of the land depart-
"ment, which salary shall be paid out of the receipts
"of the railroad company. It is further covenanted
"and agreed by and between the parties to this agree-
"ment, that the salary of the president of the Oregon
"and California Railroad Company shall not exceed
"six hundred dollars per month, in gold coin, to be paid
"out of the receipts of the company. The regular salary
"of the attorney and solicitor of the company shall not
"exceed the sum of five thousand dollars per annum, in
"gold coin, to be paid out of such receipts.

"ARTICLE 8. It is further agreed by the parties
"of the second and third part that all the receipts of
"the party of the second part, from whatever sources,
"shall be turned over to the financial agent, and all
"money needed to meet the current expenditures of
"the company shall be paid out by him, or on his order;
"and, by proper arrangement between the financial
"agent and the company, the particular terms of which
"shall be expressed in a supplementary agreement, the
"company shall be freed from embarrassment or delay

"in obtaining such portion of the earnings as shall be "required for the operation of the road. Until the ap- "pointment of the financial agent, and as long as he "shall not have entered upon the exercise of his func- "tions and during any vacancy at any time in the office "of the financial agent, the entire net receipts of the "railroad company (meaning, thereby, whenever the "term 'net receipts' is used herein, the receipts after "deducting what is needed for operating expenses, ex- "penses of the land department and necessary repairs), "shall be deposited, at the end of each month, with the "London and San Francisco Bank, limited, San Fran- "cisco, California, to the credit of the parties of the first "part, on account of the interest or coupons or certifi- "cates or unpaid interest, hereinafter named, or, on full "payment thereof, on account of the principal sum due "on the first mortgage bonds, if the same are then due "and payable. And it is further covenanted and agreed "by the parties of the second and third parts, that, "although the Board of Directors shall have the man- "agement of the company, no expenditures other than, "and over and above, the ordinary and usual repairs "of the road, depots, bridges, machinery, shops and "equipments, shall be incurred or made without the "consent of said financial agent; and at the request of "said financial agent, the Board of Directors of the "company shall be bound to cause to be made out of "the earnings of the party of the second part, whatever "repairs and improvements may be deemed necessary "by said financial agent, to keep the railroad in good

"working order, and to keep its depots and property in "good condition. The financial agent shall have the "right to pass over the road free of expense, to have "full and free access to all the books and papers of the "company at all reasonable hours; to inspect all its "work, buildings and property, and examine books, in- "ventories, cash and other assets of any description; to "control the keeping of its books and accounts, and to "make extracts from them; to point out and demand "the correction of any errors and irregularities in the "general management of the company, or in the dif- "ferent bureaus and departments of it; and whatever "information he may require regarding the management "of the company, shall at all times be furnished to him; "and all errors and irregularities shall be properly rem- "edied without delay, whenever they shall be pointed out "as aforesaid, and when the same can reasonably be "changed in accordance with his suggestion. No work "shall be done in the workshops of the company for out- "side parties, either private individuals or corporations; "and no part of the personal or real property of the com- "pany shall be sold, nor the use of it allowed, to outside "parties; and no new stock or bonds shall be issued and "no engagements and liabilities of any kind entered "into, except such as may be necessary for the operation "of the railroad, without the consent of said financial "agent in said matters respectively. The financial agent "may be designated as one of the three directors in said "railroad company, to be named by the parties of the "first part.

"ARTICLE 4. In case the net earnings of the rail-
"road company, in the hands of the financial agent, in-
"cluding those placed to the credit of said parties of the
"first part, in the London and San Francisco Bank,
"limited, during the term of five years, beginning March
"first, eighteen hundred and seventy-four, shall not, for
"any of the periods of six months hereinafter defined,
"beginning March first, eighteen hundred and seventy-
"four, be sufficient for the payment of the semi-annual
"interest on all outstanding bonds, falling due for any
"one of the periods of six months preceding the first of
"April and the first of October, of each year, beginning
"with the half-year from April to October, in the year
"eighteen hundred and seventy-four, to the amount of
"at least one and one-fourth per cent., the party of the
"third part agrees to supplement the amount of the net
"earnings, whatever it may be, during any of the periods
"of six months hereinafter defined, during the said term
"of five years, with whatever amounts shall be neces-
"sary for the payment, semi-annually, of at least one
"and one-fourth per cent. interest on all the outstanding
"first mortgage bonds; provided, however, that the party
"of the third part shall not be required to contribute for
"this purpose more than the sum of twenty-five thou-
"sand dolars during any period of six months, nor more
"than fifty thousand dollars during any one year of said
"period of five years; it being understood that the party
"of the third part shall be liable for supplementary pay-
"ments up to the total amount of fifty thousand dollars
"in any year, for five years, in the proportion that the

"net earnings of said railroad company shall be insuf-
"ficient for the payment of the stipulated semi-annual
"interest aforesaid, for the respective years, but no more;
"and also, provided always, that in case the net earnings
"in either of the two periods of six months, in any one
"fiscal year of said five years, beginning March first,
"eighteen hundred and seventy-four, shall exceed the
"amount of one and a quarter per cent., aforesaid, for
"such six months then such excess, to an amount equal
"to the sum advanced, or to be advanced, by said party
"of the third part, by way of supplementing, as afore-
"said, the interest due on said bonds for the other six
"months of such fiscal year, shall be paid or allowed in
"account to said party of the third part, after any de-
"ficiencies in the stipulated interest for the other of said
"two periods of six months has first been made up to
"the parties of the first part. But in no case shall there
"be any such payment, allowance, or transfer of receipts
"in any fiscal year aforesaid, by way of increasing or
"diminishing the interest or the sums to be paid by said
"party of the third part in any other fiscal year.

"In case the net earnings of the railroad company,
"in the hands of the financial agent, including those
"placed to the credit of said parties of the first part in the
"London and San Francisco Bank, limited, during the
"term of three years, beginning March first, eighteen
"hundred and seventy-nine, shall not, for any of the
"periods of six months hereinafter defined, beginning
"March first, eighteen hundred and seventy-nine, be suf-
"ficient for the payments on all outstanding bonds of

"the semi-annual interest for anyone of the periods of "six months preceding the first day of April and the "first day of October, of each year, beginning with the "half-year, from April to October, in the year eighteen "hundred and seventy-nine, to the amount of at least one "and three-fourths per cent., the party of the third part "agrees to supplement the amount of the net earnings, "whatever it may be, during any of the said periods of "six months hereinafter defined, for the said term of "three years, with whatever amount shall be necessary "to insure the payment, semi-annually, of at least one "and three-fourths per cent. interest on all outstanding "first mortgage bonds; provided, however, that the party "of the third part shall not be required to contribute for "this purpose more than the sum of twenty-five thou- "sand dollars during any period of six months; nor more "than fifty thousand dollars during any one year of "said period of three years, it being understood that the "party of the third part shall be liable for supplementary "payments up to the total amount of fifty thousand "dollars, in any year, for said three years, in the proposi- "tion that the net earnings of said company shall be "insufficient for the payment of the stipulated semi- "annual interest, aforesaid, for the respective years, but "no more; and also, provided furthermore, that in case "the net earnings in either of the two periods of six "months, in any one fiscal year during the period afore- "said, beginning March first, eighteen hundred and "seventy-nine, shall exceed the stipulated interest of one "and three-fourths per cent. for such period, as afore-

"said, then such excess, to an amount equal to the sum "advanced or to be advanced, by said party of the third "part, my way of supplementing, as aforesaid, the in- "terest due on said bonds for the other six months of "such fiscal year, shall be paid, or allowed in account, "to said party of the third part, after any deficiencies "in the stipulated interest, for the other of said two "periods of six months, has first been made up to the "parties of the first part. But in no case shall there be "any such payment, allowance, or transfer of receipts, "in any fiscal year aforesaid, by way of increasing or "diminishing the interest, or the sums to be paid by the "said party of the third part, in any other fiscal year. "The obligation of said party of the third part to make "such supplementary payments, shall be a purely pri- "vate and personal one, and said party of the third part "shall have no claim to be indemnified for such supple- "mentary payments by the railroad company, or any "other party, except as otherwise stated herein. And "the said party of the third part further agrees, at the "time of the execution of this agreement, to assume, or "pay, or cause to be paid, the floating debt of the com- "pany, now outstanding, to the extent of seventy-five "thousand dollars, not including interest on bonds, said "amount being estimated by said party of the third part, "to be all of said floating debt; and, in consideration of "this assumption and payment of said indebtedness, the "party of the second part shall transfer, assign and "convey to the party of the third part, contemporan- "eously with such payment, and the release of the com-

"pany from said floating debt, an equal amount of its "claims against the Oregon Central Railroad Company. "And the party of the third part hereby covenants and "agrees, with the parties of the first part, that the float- "ing debt of the company does not exceed said amount "of seventy-five thousand dollars; and that the entire "liabilities of the company, and all its contracts, shall be "made known to the parties of the first part, contempor- "aneously with the execution of these presents.

"ARTICLE 5. At the expiration of the period of "eight years, beginning March first, one thousand eight "hundred and seventy-four, and for the period beginning "March first, one thousand eight hundred and eighty- "two, and ending at the maturity of the principal of the "first mortgage bonds, it is hereby agreed, by the parties "of the second and third parts, that the holders of the "said bonds shall continue to receive the entire earnings, "and to distribute the net receipts, as above defined, of "the Oregon and California Railroad Company, through "the financial agent of the parties of the first part, as "aforesaid, to the amount of seven per centum interest "per annum, in gold, payable semi-annually, on all the "outstanding bonds, but the obligation of said party, of "the third part, to make up any difference that there "may be between the net receipts, and said reduced "annual interest, out of his private means, shall cease at "the expiration of said eight years, and after the expira- "tion of said eight years, and as long as the holders of "the first mortgage bonds outstanding shall receive all "the benefits secured to them in this agreement, and the

"net receipts of the company, according to the terms "of this agreement, whether the same amount to the sum "of seven per centum interest per annum on said mort- "gage bonds or not, and as long as the terms of this "agreement are in all respects complied with by the "parties of the second, third, and fourth parts, the Ore- "gon and California Railroad Company shall not be "dispossessed of its property by the parties of the first "part, or their assigns, on account of the non-payment "of said seven per centum interest per annum; and no "proceedings to collect the same or to enforce any of "the provisions of said mortgage in respect thereto, by "reason of any such default, shall be taken by the par- "ties of the first part, or their assigns upon, or by reason "of any of the bonds held by them as aforesaid, other- "wise than, and only so far as may be necessary to "save them from losing any rights secured or reserved "to them in this agreement, by reason of any statutes "of limitation.

"ARTICLE 6. As soon as the parties of the second "and third parts shall have fulfilled their obligations "under this agreement, regarding the coupons due Octo- "ber first, one thousand eight hundred and seventy- "three, April first, one thousand eight hundred and "seventy-four, and October first, one thousand eight "hundred and seventy-four, as far as they may be held "by the parties of the first part, such coupons shall be "deposited in the London and San Francisco Bank, "limited, or in the hands of some other party to be agreed "upon, to be held in trust for the parties who may be

"ultimately entitled to receive them under the terms "of this agreement; and in case the provisions of this "agreement are fully carried out according to its terms, "and the principal of said bonds, together with all unpaid "certificates hereinafter named, and the interest falling "due at the maturity of the bonds, shall be promptly "paid as herein provided, then the said coupons shall be "delivered up to the party of the second part for can- "cellation, but otherwise, and in case the parties of the "first part shall, by reason of the failure of the parties "of the second, third and fourth parts, to fulfill their "agreement, or by reason of bankruptcy, or for any "cause beyond their own control, be deprived of the "benefits of this agreement, or be driven to resort to a "foreclosure, they shall be restored to the parties of the "first part, in exchange for certificates of equal value "(having reference to their face value, and excluding "interest), as such certificates may be presented, and all "coupons remaining, over and above the amount of the "outstanding certificates, shall be returned to the party "of the second part to be cancelled; and in the same man- "ner, all succeeding coupons belonging to the parties of "the first part, after those falling due October first, "one thousand eight hundred and seventy-four, shall be "delivered up to the depositary aforesaid, as soon as the "parties of the second and third parts shall have ful- "filled their respective obligations regarding the said "coupons; all this is, on the express condition, however, "that the parties of the second, third and fourth parts "shall also comply with all the other covenants and

"agreements of these presents.

"The party of the second part shall issue certificates "of indebtedness in a form to be agreed upon, not bear- "ing interest, for the full amount of the coupons due "October first, one thousand eight hundred and seventy- "three, and April first, one thousand eight hundred and "seventy-four, and for whatever amount of the interest "due on the following coupons, shall remain unpaid, "under the terms of this agreement, after the supple- "mentary payments aforesaid; and whenever the net "receipts of the railroad company, in any one year shall "exceed seven per centum on the nominal value of all "the outstanding bonds, then, and in that case, one-half "of the excess shall be employed in the redemption of "said certificates of indebtedness, and the other half "shall be paid to the Oregon and California Railroad "Company for distribution, as dividend on its stock, or "otherwise, as the directors may lawfully determine; "and it is further agreed by the party of the second part, "that it will have the certificates of indebtedness pre- "pared with the least possible delay, and signed by its "proper officers, at or before the time when the coupons "respectively shall fall due, to which said certificates "relate, and all such certificates of indebtedness shall, "as soon as they are prepared and executed, be delivered, "for the purpose of being exchanged for coupons, to the "financial agent of the parties of the first part. Until "the financial agent shall be appointed, or during any "vacancy in said position of financial agent, said certi- "ficates shall be delivered to the London and San Fran-

"cisco Bank, limited, or whatever banking institution "shall be designated by the parties of the first part, to "the order of the parties of the first part; and the parties "of the first part shall deliver the certificates of in- "debtedness issued in place of the coupons due "October first, one thousand eight hundred and seventy- "three, and April first, one thousand eight hundred and "seventy-four, to the holders of these coupons, on the "surrender of each coupon, to the parties of the first "part, but the certificates of indebtedness which shall "be issued for the unpaid portion of the coupons, due "October first, one thousand eight hundred and seventy- "four, shall be delivered by the parties of the first part "to the parties respectively entitled thereto, only after "payment of the coupons due April first, one thousand "eight hundred and seventy-five, to the holders of said "coupons, on the surrender of such coupons to the parties "of the first part; and in the same manner all certificates "of indebtedness subsequently issued, shall always be "delivered only after the surrender of the coupons to "which said certificates of indebtedness respectively "relate, so that the possession of each coupon shall en- "title the holder thereof to receive the certificate of in- "debtedness issued, in order to supplement the cash "payment on account of the next proceding coupons, "excepting always, however, as aforesaid, the certificates "to be issued for October first, one thousand eight hun- "dred and seventy-three, and April first, one thousand "eight hundred and seventy-four. The certificates of "indebtedness issued for any one period of six months,

"shall form a series, and the parties of the first part shall "determine whether, and what partial payment on the "certificates in any one series shall be made, in case there "shall not be sufficient means for the redemption of the "whole series; and no new series shall be redeemed in "part, or wholly, as long as a preceding series shall not "have been called in for redemption by the parties of "the first part. All moneys received for the redemption "of certificates shall be deposited by the financial agent "with the London and San Francisco Bank, limited, "or such other banking institution as the parties of the "first part may designate, to the credit of the parties of "the first part.

"ARTICLE 7. In order to insure punctual calcula- "tion and payment of the earnings to be applied for in- "terest, and of the supplementary payments to be made "by the party of the third part, the business year of the "Oregon and California Railroad Company shall, for "all purposes of this agreement, run from the first of "March of each year to the following last day of Febru- "ary, both inclusive, and accounts shall be rendered ac- "cordingly, so that the net receipts of every six months, "from March first to the last day of August, both in- "clusive, and from September first to the last day of "February, both inclusive, shall be regularly applied to "the payment of interest as hereinbefore provided.

"The obligations of the party of the third part, re- "garding supplementary payments on account of in- "terest as hereinbefore provided, shall begin on the first "day of March, eighteen hundred and seventy-four, and

"such supplementary payments shall be made by the "party of the third part on the first day of March and "the first day of September of each year, or within ten "days thereafter, during the whole term of eight years, "for which said obligations shall continue under the "terms of this agreement. The first supplementary pay- "ment shall be made by the party of the third part on "September first, eighteen hundred and seventy-four, or "within ten days thereafter. Notwithstanding these "provisions, however, it is not understood that the actual "payment of interest or coupons to the bondholders shall "be made before the first of October and the first of "April of each year. The supplementary payments of "the party of the third part shall be made to the financial "agent of the parties of the first part, or to such other "person as the parties of the first part may designate.

"ARTICLE 8. The parties of the second and third "parts also agree, that as soon as may be, after the ex- "ecution of these presents, a contract and reconveyance "of certain contracts, lands and property, named in the "deed of trust relating to the congressional land grant " of the Oregon and California Railroad Company, to "Milton S. Latham, Faxon D. Atherton, and William "Norris, trustees, dated April fifteenth, eighteen hun- "dred and seventy, by the said European and Oregon "Land Company to said trustees, a copy of which is "hereto attached, marked 'A', shall be duly executed "and delivered to the parties of the first part by, and on "behalf of, the European and Oregon Land Company, "and the other parties thereto; and that a contract be-

"tween said Ben Holladay, the Oregon and California "Railroad Company, and the said Milton S. Latham, "Faxon D. Atherton, and William Norris, trustees, and "Heinrich Hohenemser, Aron Niederhofheim, Julius "Schmidt, Adolph Otto, Michael Benjamin, Carl Stae- "helin-Bucknor, F. S. Van Nierop, and Wilhelm Koes- "ter, by which said Ben Holladay, and the Oregon and "California Railroad Company, among other things, "waive and relinquish the right to control the invest- "ment of the proceeds of the sale of the Congressional "land grant, a copy of which is hereto attached, marked " 'B', shall be duly executed and delivered by the parties "thereto. And the parties of the second and third parts "also agree, that they will do, or cause to be done and "performed, all acts and things necessary and proper, "under the law, to be done and performed, in order to "secure to all concerned the full benefit of the said land "grant, and to confirm the title to the lands already "wholly or partly acquired by or for the benefit of the "Oregon and California Railroad Company, under the "Acts of Congress, or the laws of the State of Oregon; "and that said company will build, or cause to be built, "the telegraph lines and the remainder of its railroad "to the California line, provided the money necessary "therefor shall be furnished to the said company on "reasonable terms, and upon the best security which it "may hereafter be able to give.

"Said contract, marked respectively 'A' and 'B' and "also the other contracts hereinafter provided for, when "they shall be executed and annexed hereto, shall be

"deemed to be a part of these presents, as fully and to "the same intents and purposes, as if they were expressly "and at large incorporated herein.

"ARTICLE 9. The said party of the third part "hereby agrees that he will do all that he lawfully can "do, to carry into full effect, with all practicable speed, "by the execution of the necessary agreements, the pro- "visions of article twelve, of the paper signed by William "Norris, as agent, at Frankfort, on the ninth day of Jan- "uary, one thousand eight hundred and seventy-four, "which article is in the following words, to wit:

" 'Ben Holladay herein agrees to join with the "creditors of the Oregon Steamship Company, and the "creditors of the Oregon Central Railroad Company, in "any arrangement with their consent, by which the entire "property of these two companies, after their indebted- "ness is liquidated, shall belong to the railroad com- "pany, and be a further security by mortgage to the "bondholders,' which agreements, when executed, shall "be deemed and taken to be a part of these presents. A "failure on the part of said companies to execute such "contracts within a reasonable time, shall give the par- "ties of the first part the option of treating these "presents as null and void, but shall have no other effect "whatever.

"ARTICLE 10. In the course of each month, there "shall be a settlement between the financial agent of the "parties of the first part and the party of the second "part, which settlement shall relate to and comprise the

"entire business of the railroad company during the "calendar month then last preceding; upon making "which settlement, said financial agent shall receive and "deposit the net earnings during the month for which "the said settlement is made, with the London and San "Francisco Bank, limited, or such other banking institu- "tion as the parties of the first part may designate, to "the order of said parties of the first part; or said "financial agent shall make such other disposition thereof "as said parties of the first part may direct. The de- "livery of the certificates of indebtedness and the pay- "ment of interest on said bonds, as hereinbefore pro- "vided, shall take place by and at the Deutsche Vereins "Bank at Frankfort-on-the-Main, or through such other "banking firm in that or any other place, as the parties "of the first part may designate; and the necessary re- "mittances for this purpose shall always be seasonably "made to the place and firm which the said parties of the "first part shall designate. The payments to be made "by the party of the second part, herein provided for, "and also the supplementary payments to be made under "the provisions of this agreement by the said party of the "third part, shall be made in full, and without any de- "duction, reservation, defense or protest, on any ac- "count; and, more particularly, no deduction, reserva- "tion, defense or protest shall be made on the ground "that all the holders of the bonds may not join in this "agreement.

"ARTICLE 11. In case of any failure on the part "of the party of the second, third and fourth parts to

"these presents, or on the part of either of the parties "contracting with the parties of the first part, and named "in the agreements heretofore referred to, and of which "copies are hereto annexed and to be annexed, to fulfill "the agreements made by them respectively as aforesaid, "fully and in all respects; or in any case, by reason of "the bankruptcy of either of the parties of the second "or third parts, hereto or otherwise, unless through some "act or default of the parties of the first part, it should "become impossible to carry out the provisions of this "agreement; then, and in any such case, the parties of "the first part, by the mere fact of such non-fulfillment, "or failure, or ascertained impossibility, shall become at "once reinstated to the fullest extent in all their original "rights and powers under the mortgage executed by said "party of the second part, to secure the payment of prin- "cipal and interest on the aforesaid bonds of the party "of the second part, and to all rights of action or other "rights, as against any stockholders of said company, or "other parties, in like manner as if this agreement had "never been made; but they shall, notwithstanding, be "deprived of no advantage then already gained by this "agreement, and shall lose no rights secured hereby, "and shall be liable to no claim or demand for the re- "covery of any money, rights or property secured by or "during the continuance of this agreement, except as "herein expressly provided. But otherwise than as "aforesaid, this agreement shall continue in force during "the whole period until the maturity of said bonds; pro- "vided only, that nothing herein contained shall prevent

"the parties of the first part from commencing any ac-
"tion or taking any steps or proceedings which may be
"necessary to prevent their losing any rights under the
"mortgage, or otherwise, by the operation of any
"statutes of limitation; but, in that case such action or
"proceeding shall not be prosecuted any further than
"may be necessary to prevent such loss while this agree-
"ment is in force, and the parties of the second and third
"parts respectively agree to co-operate with the said
"parties of the first part in any such action, and that
"they will take no advantage of any such statutes of
"limitation.

"ARTICLE 12. The parties of the second, third
"and fourth parts respectively, hereby admit and ac-
"knowledge that the parties of the first part are the
"lawful holders of the majority in interest, as well as in
"number, of the first mortgage bonds issued by the said
"party of the second part; and the parties of the first
"part hereby covenant and agree to, and with the parties
"of the second, third and fourth parts, that they are the
"owners and holders of the majority, both in interest
"and number, of the whole of the first mortgage bonds
"issued by the party of the second part, to wit: the num-
"ber of eleven thousand one hundred and forty-seven of
"said bonds, amounting to six millions four hundred and
"sixty-eight thousand and six hundred dollars ($6,468,-
"600) thereof, at their par value; and they further con-
"venant, that they have lawful power and authority to
"bind the amount of bonds named and the holders there-
"of, and that the numbers of bonds furnished the party

"of the second part by said parties of the first part, by "their attorney in fact, Henry Villard, for record, upon "the books of said party of the second part, are the num- "bers of the bonds held by said parties of the first part; "and they further covenant that they will cause all of "said bonds, so held by them, and all such other bonds "as shall hereafter become subject to the provisions of "this agreement, to be properly stamped with a mem- "orandum, showing that they are held subject to the "provisions of this agreement. The party of the third "part covenants that he owns and controls a majority "of the stock of the party of the second part.

"The parties of the second, third and fourth parts "admit and acknowledge that the parties of the first "part, or any three of them acting together, for and in "the name of the others, either personally or by an at- "torney at law, or fact, authorized in writing by said "parties of the first part, or any three of them (unless "an equal number should put upon record at the Regis- "try of Deeds for Multnomah county, in Oregon, their "denial of the right of any party of three to act), possess "the proper power and authority, now, and for all future "time, except only as herein otherwise expressly pro- "vided, to claim and represent, assert and defend, in or "out of courts, in all ways whatsoever, all the rights, "privileges and powers of a majority of the bondholders "under the mortgage in or relative to the railroad rolling- "stock, telegraph lines, and all other rights, privileges "and property named therein, and also to claim and rep- "resent, asert and defend, likewise, and in the manner

"and to the full extent aforesaid, all the rights, privileges, "powers and claims secured and arising to the said ma- "jority of the bondholders, under the laws, and con- "stitution of Oregon, and under the provisions of this "agreement (including therein, now and always, when "this agreement is in any manner named or referred "herein, the provisions of all the contracts hereinbefore "referred to, of which copies are, or may be hereto an- "nexed, when the same are annexed). The parties of "the first part, or any three of them acting together as "aforesaid, shall in no case, except in case of conflicting "claims on the part of two or more parties of three of "said persons, composing the parties of the first part, be "required to substantiate the existence, or continuance "of their holding of the majority in interest, as well as "in number, of the bonds issued by said party of the "second part; and the said parties of the second, third "and fourth parts, hereby expressly, and for all future "time, except as herein otherwise expressly provided, "waive all right to have, or demand proof of such hold- "ings or continuance, from the parties of the first part, "or any of them, or from any person or persons repre- "senting them, or any of them; and every power of at- "torney, and every other document signed by not less "than three of the persons constituting and representing "the said parties of the first part, except as herein pro- "vided, shall be as valid as though it were signed by all "the persons constituting and representing it. No "change in the persons composing the said parties of "the first part, either from death, resignation or any

"other cause, or from the admission or reception of other "persons by said bondholders, shall in any way affect "the rights, privileges and powers of the parties of the "first part, except as herein otherwise expressly pro- "vided; and the persons thus newly admitted and re- "ceived shall be admitted to and held to possess, in all "respects, the same rights, privileges and powers, and to "be, in all respects, subject to the same provisions as "though they had originally joined in this agreement. "And whenever three of the persons, representing and "constituting the parties of the first part, shall make "and subscribe a formal declaration before any Ameri- "can consul or other magistrate authorized to take the "acknowledgement of deeds, that any new person, or "persons have been received and admitted among the "persons composing the parties of the first part, such "person or persons shall be held and deemed in all re- "spects as belonging to the parties of the first part, and "none of the other parties to this agreement, including "always the contracts, of which copies are or are to be "annexed, when the same shall be annexed, shall have "any right to question or contest the legality of such "constitution, or to demand further proof of it. All "acts and things whatever, which might be done per- "sonally hereunder, by the parties of the first part, or "any three of the persons composing them, including "acts authorized to be done as attorney for the party of "the third part, with others, may be done by the attorney "or representative of the parties of the first part, or any "three of said persons.

"ARTICLE 13. The parties of the first part agree "to allow and to secure, to the best of their ability, a "participation in all the benefits arising under this "agreement, in the just proportion of the respective "holding, to all the bondholders who shall join them in "carrying out the purposes of this agreement, and who "shall, in witness whereof, have affixed to or impressed "on their bonds and the coupons attached thereto, by the "parties of the first part, or its agents, the stamp in- "dicating their assent to this agreement, as before in- "dicated.

"ARTICLE 14. The party of the second part "binds itself to pay to the parties of the first part, for "the benefit of the Deutsche Vereins Bank, of Frank- "fort-on-the-Main, a commission of one-half of one per "cent. on all amounts disbursed by said bank under "this agreement, said commission being the charge of "said bank for making such disbursements.

"ARTICLE 15. The parties of the first part here- "by further covenant and agree, to and with the said "parties of the second, third and fourth parts, that, on "condition of their securing to the parties of the first "part, for all the bondholders, as aforesaid, the full bene- "fit of this agreement; and when the same shall have "been fully secured and received, then this agreement "shall stand and operate as a full release forever to each "and all of the stockholders and directors of the said "Oregon and California Railroad Company, from any "and all alleged liability, by reason of any claim that "any part of such stock has not been fully paid up, or

"otherwise, or by reason of any alleged wrongful acts "whatever on the part of any person or persons, as direc- "tors of such company, while acting in the capacity of "director, this release to operate in favor of all persons "who are now, or who ever have been, stockholders or "directors of said company, upon the conditions afore- "said; and said parties of the first part further covenant "and agree, to and with the parties of the second, third "and fourth parts, on the condition aforesaid, to accept "the provisions thereof in lieu of their rights to fore- "close and enforce payment under said mortgage; and "that they will not, so long as the benefits of this con- "tract are received by them, and the terms and conditions "thereof are fully performed by said parties of the sec- "ond, third and fourth parts, except as herein otherwise "provided, commence an action at law, or other pro- "ceeding, to recover the amounts due them for principal "or interest on said bonds, nor any foreclosure of the "mortgage, except as herein otherwise stated; and that, "on a full performance of the terms of this contract, they "will absolutely release the said company from all lia- "bility on its bonds or coupons. But nothing herein "contained shall be held to held to affect or diminish the "rights of the parties of the first part, as they now exist, "in case, by reason of the bankruptcy of the party of "the second or third parts, or for any other reason be- "yond their own control, the parties of the first part "shall be deprived of the benefit of these presents; and, "otherwise than as herein provided, all the existing rights "of the parties of the first part, under the mortgage,

"shall continue unaffected by these presents.

"ARTICLE 16. The parties of the fourth part "hereby assent to this contract, and agree, so far as they "lawfully may, not to enforce a foreclosure of said "mortgage during the continuance of this agreement, "and to co-operate, in all ways in which they lawfully "may, with the other parties to these presents, to secure "the full and faithful execution of all the terms thereof.

"ARTICLE 17. This agreement may, at any time, "be modified, by assent of the parties, and the parties "hereto respectively agree to join, at any time, in any "further agreements, and to execute any papers which "may be necessary or proper for the more full and ef- "fectual carrying out of the purposes of these presents.

"ARTICLE 18. All the agreements of the parties "to these presents are made by and between the parties "and their heirs, executors, administrators, successors "and assigns.

"In witness whereof, the said Oregon and California "Railroad Company, party of the second part, has, by "resolution of its board of directors, caused these "presents to be signed by its president and secretary, "and its corporate seal affixed; and the other parties "hereto, the said parties of the first part, except the said "Henry Villard, acting by their attorney in fact, Henry "Villard, have hereunto set their hands and seals in "quadruplicate, the twenty-fifth day of July, in the year "of our Lord, one thousand eight hundred and seventy- "four.

"In presence of, etc.: (Executed and acknowledged "by all the parties.)

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## No. 2. AGREEMENT AS TO APPOINTMENT OF FINANCIAL AGENT.

WHEREAS, an agreement of compromise and "settlement of all disputes has been entered into by and "between the said Heinrich Hohenemser, Aron Nied-"erhofheim, Julius Schmidt, Adolph Otto, Henry Vil-"lard, Michael Benjamin, Carl Staehelin-Bucknor, F. "S. Van Nierop and Wilhelm Koester, holders of eleven "thousand one hundred and forty-seven of the bonds of "the Oregon and California Railroad Company to the "amount of their par value of six millions four hundred "and sixty-eight thousand six hundred dollars ($6,468,-"600), as party of the first part, the Oregon and Cali-"fornia Railroad Company as party of the second part, "Ben Holladay as party of the third part, and Faxon "D. Atherton and Milton S. Latham, trustees, as party "of the fourth part; and whereas it is stipulated in said "agreement as follows, to wit: The party of the first "part shall have at all times the right to be represented "as to all matters concerning its interests in said rail-"road company, or the property thereof, by a financial "agent for the protection of the interest of the bond-"holders, who shall be selected by the party of the first "part, and shall reside in such place as the said party of "the first part may designate. The salary of the finan-

"cial agent, fixed at the sum of six thousand dollars "per annum in gold coin, and also the additional salary "of one thousand dollars per annum, in gold coin, when "said agent shall act as chief of the land department, "shall be paid out of the receipts of the railroad com- "pany.

"It is further agreed by the parties of the second "and third parts, that all receipts of the party of the "second part, from whatever sources, shall be turned "over to the financial agent, and all money needed to "meet the current expenditures of the company shall "be paid out by him, or on his order; and by proper "arrangement between the financial agent and the "company, the particular terms of which shall be ex- "pressed in a supplementary agreement, the company "shall be freed from embarrassment or delay in obtain- "ing such portions of the earnings as shall be required "for the operation of the road. Until the appointment "of the financial agent, and as long as he shall not have "entered upon the exercise of his functions, and during "any vacancy at any t ime in the office of the financial "agent, the entire net receipts of the railroad company "(meaning thereby wherever the term net receipts is "used herein, the receipts after deducting what is needed "for operating expenses, expenses of the land depart- "ment, and necessary repairs), shall be leposited at the "end of each month with the London and San Fran- "cisco Bank, limited, at San Francisco, California, to "the credit of the party of the first part, on account of "the interest or coupons or certificates for unpaid in-

"terest hereinafter named, or on full payment thereof, "on account of the principal sum due on the first mort- "gage bonds, if the same are then due and payable. And "it is further covenanted and agreed by the parties of "the second and third parts that although the board of "directors shall have the management of the company "no expenditures other than and over and above the "ordinary and usual repairs of the road, depots, bridges, "machinery shops and equipments, shall be incurred or "made without the consent of said financial agent, and "at the request of said financial agent, the board of di- "rectors of the company shall be bound to cause to be "made out of the earnings of the party of the second "part, whatever repairs and improvements may be "deemed necessary by said financial agent to keep the "railroad in good working order, and to keep its depots "and property in good condition.

"The financial agent shall have the right to pass "over the road free of expense, to have full and free "access to all the books and papers of the company at all "reasonable hours, to inspect all its work, buildings and "property, and examine books, inventories, cash and "other assets of any description, to control the keeping "of its books and accounts, to make extracts from them, "to point out and demand correction of any errors and "irregularities in the general management of the com- "pany, or in the different bureaus and departments of "it, and whatever information he may require regarding "the management of the company shall at all times be "furnished to him, and all errors and irregularities shall

"be properly remedied without delay whenever they "shall be pointed out as aforesaid, and when the same "can reasonably be changed in accordance with his sug- "gestion. No work shall be done in the workshops of "the company for outside parties, either private indi- "viduals or corporations, and no part of the personal or "real property of the company shall be sold, nor the "use of it allowed to outside parties, and no new stock "or bonds shall be issued, and no engagements and lia- "bilities of any kind entered into except such as may be "necessary for the operation of the railroad, without the "consent of said financial agent in said matters respec- "tively, which principal agreement is hereby made part "hereof. And whereas, Richard Koehler has been des- "ignated as such financial agent of said bondholders:

"Now, therefore, this supplemental agreement be- "tween the said Oregon and California Railroad Com- "pany, a corporation duly incorporated under the laws "of Oregon, party of the first part, and the said Hein- "rich Hoehnemser, Aron Niederhofheim, Julius "Schmidt, Adolph Otto, Henry Villard, Michael Ben- "jamin, Carl Staehelin-Bucknor, F. S. Van Nierop, and "Wilhelm Koester, parties of the second part, witness- "eth:

"First. That the said party of the first part hereby "agrees that the by-laws of the said Oregon and Cali- "fornia Railroad Company shall be, as soon as prac- "ticable, so amended as to create and provide for the "office of auditor of said company, and providing that "the duties of such auditor shall be the approval of all

"vouchers or warrants to be paid by the treasurer of "the company, and all disbursements by said company "except upon the pay-rolls of the company by indorsing "with his signature as auditor; and in like manner to "approve all requisitions for the purchase of supplies "and materials for the use of said company. And that "said by-laws shall be further amended so as to pro- "vide that the duties of chief engineer of said company "shall embrace the charge of all repairs necessary to the "road-bed, track, bridges, etc., and in conjunction with "the superintendent of the company to decide upon all "necessary repairs, improvements, addition and changes "of the road-bed, track, bridges, rolling stock, engines, "ferry boat, etc., and the work to be done by the com- "pany's shops and, when approved by the president and "directors of the company, to assist in carrying out the "same.

"SECOND. Monthly settlements shall be had be- "tween said company and the financial agent aforesaid "on the first day of each month, or as soon thereafter "as the reports of the different departments officers "and agents of said company are received, and the books "of the company written up for the business of the "month preceding, and thereupon the treasurer of said "company shall pay over to said financial agent and "auditor the net receipts of the preceding month, as "shown by the operating accounts for such month ap- "proved by such financial agent, for which said financial "agent shall receipt on account of the bondholders of "said company, under the provisions of said principal

"agreement.

"THIRD. The said financial agent of the party "of the second part, Richard Koehler, shall be appointed "to and retained in said office of auditor during the con- "tinuance of said principal agreement, or so long as he, "said Koehler, remains such financial agent; and no dis- "bursements shall be made by said company except upon "the pay-rolls of the said company, nor shall any sup- "plies be purchased by said company except upon the "approval of said financial agent as auditor aforesaid.

"In witness whereof said Oregon and California "Railroad Company has by resolution of its board of "directors caused these presents to be signed by its presi- "dent and secretary, and its corporate seal to be affixed, "and the said Henry Villard, one of the parties of the "second part, has hereunto set his hand and seal, and "each of the other of said parties of the second part, "by their attorney in fact, Henry Villard, their hands "and seals in duplicate, this twenty-fifth day of July, "in the year of our Lord, one thousand eight hundred "and seventy-four.

"In presence of J. N. Dolph, R. H. Fowler.

"(Seal.)

BEN HOLLADAY,
President of the Oregon and California
Railroad Company.

A. G. CUNNINGHAM,
Secretary of the Oregon and California
Railroad Company.

HENRY VILLARD.
HEINRICH HOHENEMSER, Seal.
ARON NIEDERHOFHEIM, Seal.
JULIUS SCHMIDT, Seal.
ADOLPH OTTO, Seal.
MICHAEL BENJAMIN, Seal.
CARL STAEHELIN-BUCKNOR, Seal.
F. S. VAN NIEROP, Seal.
WILHELM KOESTER, Seal.
By their attorney in fact, Henry Villard.

"State of Oregon, County of Multnomah.

"Be it remembered that on this twenty-fifth day of "July, in the year of our Lord one thousand eight hun- "dred and seventy-four, before me, the undersigned, a "notary public, in and for said county of Multnomah, "and state of Oregon, duly commissioned, sworn and "fully qualified, personally appeared the above named "Ben Holladay, president of the Oregon and California "Railroad Company, and A. G. Cunningham, secretary "of the Oregon and California Railroad Company, "whose names are subscribed to the foregoing instru- "ment as parties there to, personally known to me to "be the individuals described in, and who executed the "said instrument, and they severally acknowledged to "me that he, the said Ben Holladay, as president of the "said Oregon and California Railroad Company, and "he, the said A. G. Cunningham, as secretary of the Ore-

"gon and California Railroad Company, executed the "same as and for the act and deed of the said Oregon "and California Railroad Company, freely and volun- "tarily, and for the uses and purposes therein mentioned, "and the said A. G. Cunningham, being by me duly "sworn, did depose and say, that he is the secretary of "the Oregon and California Railroad Company, and "resides at the city of Portland, Multnomah county, in "the State of Oregon; that he is the legal custodian of, "and is acquainted with the corporate seal of said com- "pany; that the seal affixed to the foregoing instrument "is such corporate seal; that the same was so affixed by "him as secretary of said company, on the twenty-fifth "day of July, A. D. one thousand eight hundred and "seventy-four, by order of the board of directors of said "company, and that he signed his name as secretary to "said foregoing instrument by the like order of said "board of directors.

"In witness whereof, I have hereunto subscribed my "name, and affixed my notarial seal, the day and year "first above written.

"(Seal.) JOSEPH SIMON,
Notary Public, Oregon.

"State of Oregon, County of Multnomah, ss.

"Be it remembered that on this twenty-fifth day of "July, A. D. one thousand eight hundred and seventy- "four, before me, the undersigned notary public, within "and for said county of Multnomah, and State of Ore- "gon, appeared the within named Henry Villard, in

"his own proper person, and also the within named "Henry Hohenemser, by his attorney in fact, the said "Henry Villard, and also the within named Aron Neid-"erhofheim, by his attorney in fact, the said Henry Vil-"lard, and also the within named Julius Schmidt, by his "attorney in fact, the said Henry Villard, and also the "within named Adolph Otto, by his attorney in fact, the "said Henry Villard, and also the within named Carl "Staehelin-Bucknor by his attorney in fact, the said "Henry Villard, and also the within named F. S. Van "Nierop, by his attorney in fact, the said Henry Vil-"lard, and also the within named Wilhelm Koester, by "his attorney in fact, the said Henry Villard, to me per-"sonally known to be the individual described in, and "who executed the above and foregoing instrument of "writing, as well as his own right and on his own be-"half, as also for and on behalf of the said Heinrich "Hohenemser, Aron Niederhofheim, Julius Schmidt, "Adolph Otto, Michael Benjamin, Carl Staehelin-Buck-"nor, F. S. Van Nierop, and Wilhelm Koester, and "acknowledged to me that he executed the same.

"In witness whereof, I have hereunto set my hand "as such notary public, and affixed my notarial seal, on "this day and year last above written.

"(Seal.) JOSEPH SIMON,
Notary Public, Oregon.

"State of Oregon, Department of State.

"I, Stephen F. Chadwick, secretary of the State of "Oregon, do hereby certify that Joseph Simon, whose

"name is subscribed to the foregoing and annexed cer-
"tificate of acknowledgement to the foregoing instru-
"ment, was, at the time of the signing the same, to wit:
"on the twenty-fifth day of July, A. D. one thousand
"eight hundred and seventy-four, a duly commissioned,
"qualified and acting notary public in and for Mult-
"nomah county, in the State of Oregon, and he was then
"by the laws of the State of Oregon, duly authorized
"and empowered to take and certify under his notarial
"seal, acknowledgements to deeds of conveyances and
"mortgages and other instruments of writing, and that
"his certificate thereto is in due form of law, and that
"full faith and credit are due to his official acts as
"such.

"Witness my hand and the great seal of State at
"office, in the city of Salem, State of Oregon, this———
"day of July, in the year of our Lord one thousand
"eight hundred and seventy-four.

"(Seal.) S. F. CHADWICK,
Secretary of the State of Oregon.

"No. 8. CONTRACT BETWEEN MILTON S. "LATHAM, FAXTON D. ATHERTON AND "WILLIAM NORRIS, TRUSTEES, BEN "HOLLADAY, THE OREGON AND "CALIFORNIA RAILROAD COMPANY "AND THE BONDHOLDERS, AS TO THE "MANAGEMENT OF THE LAND GRANT.

"WHEREAS, the Oregon and California Railroad "Company has heretofore issued its bonds to the amount "of ten million nine hundred and fifty thousand dol- "lars ($10,950,000), secured by the first mortgage on "all its road, franchises and property (excepting its land "grant), dated April fifteenth, eighteen hundred and "seventy. And whereas, contemporaneously therewith, "the said company conveyed, by a deed of the same date, "all its land grant to Milton S. Latham, Faxon D. "Atherton and William Norris, as trustees, for the pur- "pose of establishing a sinking fund for the redemption "of said bonds. And whereas, said two instruments were "each referred to in the other, and were part of one and "the same transaction. And whereas, the said sinking "fund trustees, aforesaid, sold and conveyed said land "grant, and certain rights and interest in the land and "property included in the said grant, to the European "and Oregon Land Company (a corporation established "under the laws of California), by deed of contract dated "March twenty-eighth, A. D. eighteen hundred and "seventy-one upon certain terms and conditions named

"in said deed. And whereas, the said railroad company "failed to pay its interest upon said bonds, falling due "in October, eighteen hundred and seventy-three (1873) "and in April, eighteen hundred and seventy-four "(1874), and will probably be unable to pay any interest "thereon for a considerable time to come, and the prop- "erty of said railroad company, named in said mortgage, "is now subject to foreclosure. And whereas, a ma- "jority, in interest and number, of the holders of said "mortgage bonds have proposed, forthwith, to fore- "close said mortgage, and to endeavor, by all suitable "means, to obtain a reconveyance for the benefit of all "the bondholders aforesaid, of the rights and property "sold to said land company, as aforesaid. And whereas, "an agreement for the settlement of all disputes be- "tween said railroad company and its bondholders has "been entered into between Heinrich Hohenemser and "others, and the said railroad company and others, of "even date herewith, of which these presents is to form "a part, and which is hereby referred to and made a "part of these presents. And whereas, the said rail- "road company, and Ben Holladay, its president, and "the owner of the majority of its capital stock, being "entitled, under the terms of said deed to the trustees "of said sinking fund, to advise and direct, in the in- "vestment of the proceeds of sales of land and other- "wise, have united with said bondholders in requesting "that said reconveyance should be made. And whereas, "the said European and Oregon Land Company, in "view of the premises, declines to carry out the terms

"and conditions of said deed of conveyance to them, and "desires that said reconveyance should be made, as afore- "said. And whereas, for these and other reasons, it is "believed to be greatly for the advantage of said rail- "road company and of all its bondholders, that said sale, "so far as may be, should be canceled, and said land "grant reconveyed upon equitable terms. And whereas, "the said European and Oregon Land Company have "spent certain sums of money causing plans, written "descriptions, and maps of the land named in said land "grant, to be made and circulated, and in advertising "the said land, and in maintaining agencies for the sale "thereof, and in other ways, which will be of great bene- "fit to all parties interested in the sale thereof. And "whereas, a contract and deed of reconveyance, by said "European and Oregon Land Company, to said Milton "S. Latham, Faxton D. Atherton, and William Norris, "trustees aforesaid, of all said land grant remaining un- "sold by said European and Oregon Land Company, "upon terms and conditions provided in said deed, has "been prepared and will be duly executed contempo- "raneously with this agreement, as supplementary to "said agreement between Heinrich Hohenemser and "others, and said railroad company and others, which "said agreement is made part hereof. And whereas, all "the parties hereto are interested in adjusting the con- "troversies that have arisen, touching the said land grant, "and the rights of the bondholders, and in securing to "the bondholders the fullest enjoyment of the benefits "intended to be given them in the deed of trust afore-

"said, which may be consistent with the rights of said "railroad company and others.

"Now, therefore, in consideration of the premises "and of the mutual agreements between the parties "hereto, it is hereby agreed by and between the parties "hereinafter named, and the heirs, executors, adminis- "trators, assigns, and successors of them, and each of "them, to wit: Milton S. Latham, Faxon D. Atherton "and William Norris, trustees, as parties of the first "part; Heinrich Hohenemser, director of the Deutsche "Vereins Bank, of Frankfort-on-the- Main; Aron Nied- "erhofheim, manager of the Branch Bank of Commerce "and Industry, at Frankfort-on-the-Main; Julius "Schmidt, of said Frankfort; Adolph Otto, of Heil- "bronn, in Wirtemberg; michael Benjamin, director of "the Baierische Wachsler Bank of Munich, in Bavaira; "Carl Staehelin-Bucknor, of Basle, in Switzerland; F. "S. Van Nierop, director of the Bank of Amsterdam, "at Amsterdam, in the kingdom of the Netherlands; "Wilhelm Koester, of Mannheim, in Banden, and "Henry Villard, by their attorney in fact, Henry Vil- "lard, and the said Henry Villard, acting together as "parties of the second part, the Oregon and California "Railroad Company as party of the third part, and Ben "Holladay, president of the said last-named company, "and the owner of the majority of its stock, as party of "the fourth part, as follows, to wit:

"First. During the continuance of the agreement "aforenamed, to which these presents are supplementary, "and as long as any part of the principal or interest on

"the bonds, secured by said mortgage, and any certifi-
"cates for interest are unpaid, the said parties of the
"third and fourth parts hereby waive all rights, given
"them under the trust deed aforesaid, to control, direct,
"or interfere in the selling of the lands and property
"which have been reconveyed by said European and
"Oregon Land Company to said parties of the first part,
"and, as to the investment, or any changes in the in-
"vestment, of the trust fund, named in said trust deed,
"and it is hereby agreed, by all the parties to these
"presents, that all said rights shall be exercised by the
"parties of the second part, but said parties of the third
"and fourth parts shall not be held responsible, in any
"respect whatever, for the management of said land de-
"partment, except as to the payments herein provided
"for. "The said fund shall be invested and managed
"with a view to keep it at all times safe and free from
"depreciation in value, as well as to increase in volume.
"No strip or waste of the said lands or property, or any
"part of it, by the said party of the third part, shall be
"practised or permitted, nor any use of timber or other
"materials, on or within said land, otherwise than as
"may be needed for the use of said party of the third
"part, in building, repairing or operating its road, with-
"out the consent of said parties of the second part. The
"said trustees, and either of them, and any of their suc-
"cessors, shall, at any time, on request in writing of said
"parties of the second part, resign their said trust, and
"the said parties of the third and fourth parts will forth-
"with accept said resignations, at any time, on request

"of said parties of the second part; and said party of "the third part hereby authorize its president or treas- "urer to waive notice, and accept such resignation at "any time, in its name; and said parties of the second "part shall have the right to nominate and appoint any "successor or successors to said trustees, or either of "them, or any successor of either of them; and all the "parties to these presents hereby, upon request of said "parties of the second part, agree to do all things, and "take all steps necessary or proper to secure the full "appointment and confirmation in office of any new "trustees so nominated and appointed by the parties of "the second part; and upon the payment in full of said "bonds, and all interest and unpaid certificates of inter- "est, and of all the proper charges, expenses and dis- "bursements of the trustees in and about said trust, any "trustees so nominated and appointed by said parties "of the second part, shall, on request of said party of "the third part, duly made and certified to them, forth- "with resign said office. The salary of the parties of "the first part, and any successors in said trust, shall "not exceed one thousand dollars ($1000) per annum "for each trustee, and shall be paid out of the revenues "of the land department. The funds provided for by "the terms of said deed of trust, and arising out of the "sale of said lands and property, may be invested in said "first mortgage bonds of the Oregon and California "Railroad Company, whenever the same can be ob- "tained at not over par, and accrued interest in gold, "but they shall, in all cases, be bought at the lowest rates

"at which they can be obtained, after advertising for "proposals for not less than ten weeks, at least once a "week, in some one or more of the leading newspapers "of Portland, in the State of Oregon, San Francisco, "the City of New York, and Frankfort-on-the-Main. "Bonds of the party of the third part, so purchased, "shall not be re-issued or sold, but shall be held by said "trustees, who shall duly collect and receive the inter- "est thereon, as it may be paid under the terms of the "agreement above named, to which these presents are "supplementary; and said trustees, in their capacity as "bondholders, shall, in all respects, so far as they law- "fully may, co-operate with and assist said parties of "the second part in carrying out the terms of said agree- "ment.

"Second. All the business relating to the selling "and due advertising of said lands, or other property, "the establishing and maintaining of agencies and ap- "pointment of agent, and the entire management thereof, "shall be carried on under the direction of said parties "of the second part, as a part of the business of the Ore- "gon and California Railroad Company, and through "a bureau, to be known as the land department of said "company. The financial agent of the parties of the "second part, or other party, to be named by them, shall " be the chief officer of said land department, and the "expenses of said department, to the extent that it shall "not be self-sustaining, in each period of one year, shall "be paid out of the earnings of the party of the third "part; provided that not more than twenty thousand

"dollars in gold coin per annum shall be so applied in "each period of one year, and that, as to all outlays, over "and above the amount of ten thousand dollars "($10,000) per annum in gold, the party of the third "part shall be consulted, and unless such outlay, over "ten thousand dollars, receives the approval of the party "of the third part, not more than ten thousand dollars "shall be paid by the party of the third part as afore-"said.

"Third. All the provisions of the agreement above "named, to which these presents are supplementary, re-"lating to the powers of the parties of the second part, "to do all acts and things whatsoever, and to exercise "all their powers by their financial agent or attorney, "and relating to the full recognition of the authority "and right to act of said parties of the second part, as "being a majority in interest and number of the bond-"holders, and their ownership in bonds, and to the con-"tinuance of their authority, and the coming in of new "parties to join them, and the effect thereof, and as to "the waiver of any right to object to the authority of "said parties of the second part, or the continuance "thereof, and to the rights of said parties of the second "part, in case of any failure of other parties to keep the "agreements entered into by them, and in case of bank-"ruptcy, and otherwise, and for further conveyances "and assurances to carry out the purposes of the agree-"ment, and all other provisions of said agreement to "which this is supplementary, shall be held to be appli-"cable hereto, and incorporated herein as fully as if here-

"in written down at large, so far as they are relevant "hereto, and not inconsistent herewith, and are hereby "accepted and agreed to by the parties to these pres- "ents; and these presents shall be treated in all re- "spects as part of said agreement.

"Fourth. If the Oregon and California Railroad "Company, in any of the eight years during which the "party of the fourth part has agreed, in certain con- "tingencies, to supplement the earnings of the said rail- "road company, shall pay any sum for the expenses of "the land department, in excess of the receipts from "that department, and the said Holladay, in the same "year shall be compelled to pay any sum toward supple- "menting the interest on the bonds of the railroad com- "pany as is provided in the said agreement to which "this is annexed (and it is expressly understood that "such supplementary payments are for the purpose of "making up all deficiencies after paying all amounts "herein specified, for the land department, as well as "other expenses of the railroad company), then, and in "every such case, the amount of such supplementary pay- "ments, up to but not exceeding the amount of the pay- "ments of said company toward said expenses during "said year, shall be repaid to said Holladay out of the "future net revenues of the said department, when it "shall be self-sustaining, or out of any net earnings, of "said company applicable to the payment of interest, "which are in excess of the rate of interest guaranteed "by said Holladay, in the manner aforesaid, to be paid "on its bonds during said term of eight years.

"IN WITNESS WHEREOF, The said Oregon "and California Railroad Company, party of the third "part, has, by resolution of its board of directors, caused "these presents to be signed by its president and secre- "tary, and its corporate seal to be affixed; and the "other parties hereto have hereunto set their hands and "seals, in quadruplicate, the parties of the second part, "except the said Henry Villard, by their attorney in fact, "the said Henry Villard, this the twenty-fifth day of "July, in the year of our Lord one thousand eight hun- "dred and seventy-four.

"In presence of, etc.; (Executed and acknowledged "by all parties.)

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"NO. 4. AGREEMENT BETWEEN THE "EUROPEAN AND OREGON LAND COM- "PANY AND MILTON S. LATHAM, FAXON "D. ATHERTON AND WILLIAM MORRIS, "TRUSTEES, AD OTHERS.

"AN AGREEMENT made and entered into this "twenty-fifth day of July, one thousand eight hundred "and seventy-four, by and between the European and "Oregon Land Company, a body politic and corporate "under the laws of California, party of the first part; "Milton S. Latham, Faxon D. Atherton and William "Norris, all of the State of California, trustees, parties "of the second part; Henry Villard, of the city of Heidel-

"berg, Grand Duchy of Baden, Heinrich Hohenemser, "of the city of Frankfort-on-the-Main, Prussia, director "of the Deutsche Verein Bank in the same city, Aron "Neiderhofheim, of the city of Frankfort-on-the-Main, "director of the branch office at Frankfort-on-the-Main "of the Bank feur Handel and Industrie at Darm- "stadt, Julius Schmidt, banker of the city of Frank- "fort-on-the-Main, Adolph Otto, doctor of law and at- "torney at law of the city of Heilbronn, kingdom of "Wirtemberg, Michael Benjamin, of the city of Mun- "ich, kingdom of Bavaria, director of the Baierische "Wechsler Bank, in the same city, Carl Staehelin-Buck- "nor, of the city of Basle, Switzerland, partner in the "house of Messrs. Iselin & Staehelin, in the same city, "F. S. Van Nierop, of the city of Amsterdam, king- "dom of the Netherlands, director of the Amster- "dam'she Bank of the same city; Wilhelm Koester, of "the city of Mannheim, Grand Duchy of Baden, bank- "er, partner in the house of Koester & Co., in the same "city, by the said Henry Villard, their attorney in fact, "parties of the third part; the Oregon and California "Railroad Company, a body politic and corporate under "the laws of Oregon, parties of the fourth part; and "Ben Holladay, of the State of Oregon (who is presi- "dent of the last named company and the owner of a "majority of its capital stock), party of the fifth part, "witnesseth:

"WHEREAS, The said party of the fourth part, "heretofore, to-wit: on the fifteenth day of April, one "thousand eight hundred and seventy. made its certain

"indenture of mortgage of that date, of certain of its "property therein described, to said Faxon D. Atherton and Milton S. Latham, as trustees, to secure the "payment of certain of its bonds, which mortgage was "duly recorded in the office of the record of mortgages "in the county of Multnomah, State of Oregon, in book "K of mortgages, on pages seven hundred and forty-"five and following, to which mortgage and the record "thereof direct reference is made.

"AND WHEREAS, at the date last aforesaid, said "party of the fourth part, for the purpose of creating "a sinking fund for the payment of the said bonds, "conveyed by its certain deed of that date to the parties "of the second part all the lands and franchises with "their appurtenances lying and being in the State of "Oregon, granted, or intended to be granted, to the "Oregon company by Act of Congress, approved July "twenty-fifth, A. D. one thousand eight hundred and "sixty-six, entitled 'An Act granting lands to aid in the "construction of a railroad and telegraph line from the "Central Pacific Railroad in California to Portland, in "Oregon,' and acts supplemental thereto and amenda-"tory thereof, and also, all the right, title, interest, claim, "property and demand whatsoever, both legal and "equitable, present and prospective, absolute and con-"tingent, which the party of the first part hereto, now "has, or owns, or to which it is in any way entitled in "and to any and all land and franchises in the State of "Oregon granted, or intended to be granted to the Ore-"gon company by the Acts of Congress aforesaid, and

"also, all future right, title, interest, claim, property "and demand, which the party of the first part hereto "may at any time hereafter have, own or acquire to any "lands lying and being anywhere in the State of Ore- "gon, or in any county thereof, by virtue of any further "compliance with the requirements of such Acts of Con- "gress by the party of the first part hereto, together with "all and singular the hereditaments, and appurtenances "thereunto belonging or in any wise appertaining in "trust nevertheless for the uses and purposes specified "in said deed of trust, which said deed was duly record- "ed in book K of records of deeds of said last named "county, on pages seven hundred and twenty-seven and "following, to which deed and the record thereof direct "reference is made.

"AND WHEREAS, said parties of the second part "in part execution of their said trust, did on the twenty- "eighth day of March, one thousand eight hundred and "seventy-one, make a certain deed and agreement of sale "and conveyance with said party of the first part "(which was mutually executed by said parties) con- "veying to said party of the first part the lands and "property lastly above described, upon certain terms "in said agreement of sale and conveyance described, "which said deed is recorded in said county last named "in book N of records of deeds of said county to which "deed and record direct reference is here made. And "whereas, said agreement last aforesaid remains only in "part executed; and comparatively but a small portion "of said lands have been sold by said parties of the first

"part; and the parties of the third part who are the own-"ers and possessors of a majority of said bonds re-"ferred to in the above mentioned deeds of mortgage and "trust, together with the said party of the fourth part "deem it to be for the interest of the said party of the "fourth part as well as for the whole body of said bond-"holders, that said sale so far as may be should be can-"celed and said land reconveyed, upon equitable terms "as herein provided. And whereas, said party of the first "party has spent large sums of money in causing plans, "written descriptions and maps of the land in said land "grant to be made and circulated, and in advertising "the said lands and in maintaining agencies for the sale "thereof, and in other ways which will be of great bene-"fit to all parties interested in the sale thereof. And "whereas, all parties hereto are interested in adjusting "the matters aforesaid, and in securing to the bond-"holders the fullest security to be obtained from the said "lands so conveyed in trust to said parties of the sec-"ond part.

"AND WHEREAS, the parties hereto have agreed "upon such cancellation and rescission of said agree-"ment between said parties of the first and second part "a restoration of said parties to their respective original "positions, so far as may be.

"Now, therefore, the party of the first part, in con-"sideration of the premises and the sum of one dollar to "it in hand paid by the said parties of the second part "(the receipt whereof is hereby acknowledged) has

"remised, released, sold and assigned and by these pres-
"ents does remise, release, sell, assign, convey and con-
"firm (with certain exceptions hereinafter named) to
"said parties of the second part and their heirs, suc-
"cessors and assigns forever, all the land and franchises,
"with all rights and privileges, easements and appurte-
"nances thereunto belonging, lying and being in the
"State of Oregon, granted or intended to be granted to
"the Oregon company by Act of Congress, approved
"July twenty-fifth, eighteen hundred and sixty-six, en-
"titled 'An Act granting lands to aid in the construction
"of a railroad and telegraph line from the Central Pa-
"cific in California to Portland in Oregon, and Acts
"supplemental thereto, and amendatory thereof; and
"also (with certain exceptions hereinafter named) all
"the contracts, rights, title, interest, claim, property and
"demand, whatsoever, both legal and equitable, present
"and prospective, absolute and contingent, which the
"party of the first part heretofore had, or owned, or to
"which it became in any way entitled under and by vir-
"tue of said deed from the party of the second part,
"dated March twenty-eighth, A. D. eighteen hundred
"and seventy-one, or of any other deeds or contracts, if
"such there be, or of any acts heretobefore done by the
"party of the fourth part, in compliance with said Acts
"of Congress, to the lands and property named in said
"deed, and to all lands, rights, property and franchises
"in the State of Oregon, granted or intended to be grant-
"ed, to the Oregon company by the Acts of Congress
"aforesaid; and also (with certain exceptions hereinafter

"stated) all future right, title, interest, claim, property "and demand which the party of the first part may at "any time hereafter have, own, or acquire, in or to any "lands, rights, or property, in the State of Oregon, or "any county thereof by virtue of any further compliance "with the requirement of said Acts of Congress by the "party of the fourth part, or its grantors; and also all "maps, plans, office furniture, leases, contracts, bonds, "notes, mortgages, and other securities and property, "real and personal and all accounts, moneys, claims, "demands, rights and privileges, legal or equitable which "the said party of the first part now has or owns, or to "which it is in any way entitled, saving and excepting, "nevertheless, out of the premises all money or property "that the parties of the first part may procure, get or "receive as indemnity and reimbursements as herein pro- "vided, and also expressly saving and excepting, never- "theless, out of the premises and from the operation of "these presents, the corporate rights and franchise of the "said party of the first part, and the lands and rights "heretofore conveyed or granted by it, being the prem- "ises named in certain deeds as follows, to-wit:

"Lot number one, section eleven, township two "south, of range two west, containing 10.68 acres.

"Northwest quarter of section seventeen, and north- "west quarter of south-west quarter of section thirteen, "township two south, range four east, containing 200 "acres.

"West half of south-west quarter and north-east

"quarter of the north-east quarter of section five, town-
"ship two south, range four west, containing 119.48
"acres.

"Lots one and eight of section nine, township two
"south, range one east, containing 21.92 acres.

"Lots one and two of section nineteen, township two
"south, range four east, containing 46.36 acres.

"Lots three and eight of section twenty-seven, town-
"ship thirteen south, range five west, containing 19.91
"acres.

"South-west quarter of south-east quarter, and south-
"east quarter of south-west quarter of section eleven,
"township two south, range three west, containing 80
"acres.

"Lot number one of north-east quarter of section
"fifteen, township three south, range one east, contain-
"ing 22.24 acres.

"Lot number two of section thirty-one, township
"three south, range four east, containing 28.60 acres.

"North-east quarter of section thirteen, and south-
"east quarter of north-east quarter of section thirty-
"one, township three south, range two east, contain-
"ing 200 acres.

"North-east quarter of north-east quarter of section
"seven, township three south, range one west, containing
"40 acres.

"South-east quarter of section nineteen and north-
"west quarter of north-east quarter, and south-east

"quarter of north-west quarter of section twenty-nine, "township four south, range four east, containing 240 "acres.

"Lot one of section twenty-seven, and lot one of "section twenty-nine, township four south, range one "west, containing 5.69 acres.

"North-east quarter of north-west quarter of section "three, township four south, range three east, contain- "ing 40.20 acres.

"Lot two of section one and south-west quarter of "north-west quarter of section eleven, and lot six of "section fifteen, township four south, range five west, "containing 95.10 acres.

"South-east quarter of north-east quarter of section "nineteen, township four south, range four east, con- taining 40 acres.

"Lot one of section nine and lot one of section nine- "teen, and lot three and four of section twenty-five, town- "ship five south, range four west, containing 26.78 acres.

"Lots three and four of section one and south-west "quarter of south-east quarter of section nine, and lot "two of section twenty-nine, township five south, range "six west, containing 96.14 acres.

"Lot two of section seven, township six south, range "five west, containing 15.14 acres.

"Lot three of section twenty-nine, and lot two of "section seventeen, township thirteen south, range five "west, containing 26.20 acres.

"Lot eight and north-east quarter of the north-east "quarter of section twenty-three, township fourteen "south,range three west, containing 48.69 acres.

"Lots one and two of section twenty-nine, township "two south, range one east, containing 57.66 acres.

"South-east quarter of south-east quarter of section five, township three south, range one east, containing "40 acres.

"South-west quarter of south-west quarter, and "north-west quarter of north-west quarter of section "one, township three south, range two east, containing "78.52 acres.

"North-west quarter of south-east quarter of sec- "tion thirteen, township two south, range three east, con- "taining forty acres.

"Northeast quarter of south-east quarter of section "thirteen, township two south, range three east, con- "taining 40 acres.

"Lot five of section twenty-five, township two south, "range three east, containing 31.98 acres.

"Lot three of section five, township three south, "range three east, containing 17.25 acres.

"Lot two of section thirteen, township three south, "range three east, containing 21.56 acres.

"Lot seven of section thirteen, township three south, "range three east, containing 47.29 acres.

"Lot one of section seventeen, township three south,

"range three east, containing 38.36 acres.

"South-west quarter of north-west quarter of section "seventeen, township three south, range three east, con- "taining 40 acres.

"North-east quarter of north-east quarter of section "one, township four south, range three east, containing "40.09 acres.

"North-west quarter of north-east quarter of section "one, township four south, range three east, containing "40.08 acres.

"North half of south-west quarter of section seven, "township one south, range four east, containing 80.15 "acres.

"North half of south-west quarter of section one, "township three south, range four east, containing 80 "acres.

"North half of north-west quarter of section one, "township three south, range four east, containing "82.75 acres.

"South-west quarter of north-west quarter and "north-west quarter of south-west quarter of section "eleven, township three south, range four east, contain- "ing 80 acres.

"South half of south-east quarter of section thirty- "one, township one south, range one west, containing "80 acres.

"South half of north-east quarter of section five,

"township two south, range one west, containing 80 "acres.

"North half of south-east quarter of section thirteen, "township two south, range one west, containing 80 "acres.

"Southeast quarter of south-west quarter of section "one, township three south, range one west, containing "fifty acres.

"South-east quarter and south half of north-east "quarter of section twenty-five, township one south, "range two west, containing 240 acres.

"North-west quarter of north-east quarter, and lots "three and four, of section twenty-seven, township one "south, range two west, containing 107.07 acres.

"Lot one of section five, township two south, range "two west, containing 18 acres.

"South-west quarter of north-west quarter of sec- "tion seven, township two south, range two west, con- "taining 41.96 acres.

"South-east quarter of north-west quarter of section "seven, township two south, containing 40 acres.

"Lots three and four of section nine, township two "south, range two west, containing 19.60 acres.

"North-east quarter of north-east quarter of section "twenty-three, township two south, range two west, "containing 40 acres.

"West half of south-west quarter of section one;

"township two south, range three west, containing 80 "acres.

"North-east quarter of south-east quarter of section "three, township two south, range three west, containing "40 acres.

"North-west quarter of south-west quarter of section "11, township two south, range three west, containing "40 acres.

"Lot five of section twenty-one, township two south, "range three west, containing 80.86 acres.

"North-west quarter of south-east quarter of section "twenty-three, township two south, range three west, "containing 40 acres.

"Lot two of section eleven, township one south, range "two east, containing 87.66 acres.

"North-east quarter of north-east quarter of section "fifteen, township one south, range two east, containing "40 acres.

"South-west quarter of north-east quarter of section "five, township one south, range three east, containing "40 acres.

"North-west quarter and lot two of section five, "township one south, range three east, containing 165.92 "acres.

"North half of north-east quarter of section seven, "township one south, range three east, containing 80 "acres.

"Lot six of section thirteen, township three south, "range three east, containing 28.80 acres.

"South half of north-west quarter of section one, "township three south, range four east, containing 80 "acres.

"Lots one and two of section three, township two "south, range one west, containing 40 acres.

"North-west quarter of south-east quarter and north- "east quarter of south-west quarter of section seven, "township two south, range one west, containing 80 "acres.

"Lots six and eight of section seventeen, township "one south, range two west, containing 88.50 acres.

"Lots three and four of section thirty-three, town- "ship one south, range two west, containing 55.66 acres.

"East half of south-east quarter of section eleven, "township two south, range three west, containing 80 "acres.

"Lot one of section twenty-five, township three "south, range four west, containing 6.96 acres.

"Lot eight of section three, township five south, "range three west, containing 10.78 acres.

"But as to all these excepted parcels, the party of "the first part hereby grants and conveys all the re- "maining rights, title and interest therein, if any there "be, legal or equitable. Meaning and intending hereby, "among other things, to reconvey to the party of the

"second part, everything whatsoever, excepting as afore-
"said, heretofore conveyed or granted by said party of
"the second part to said party of the first part thereof
"and fully to reinstate the party of the second part, so
"far as may be done, and with exceptions aforesaid, in
"all the property, franchises, ownership, rights and
"privileges touching the premises which it had before
"the said deed was made by them to the party of the
"first part.

"TO HAVE AND TO HOLD the granted prem-
"ises unto the said party of the second part and their
"heirs, successors and assigns forever; but in trust
"nevertheless, for the same uses and purposes, and upon
"the same conditions and covenants named in said deed
"of trust, from the party of the fourth part to the party
"of the second part, dated April fifteenth, eighteen hun-
"dred and seventy.

"And the parties of the second part hereby accept
"said conveyance and agree to hold the said land upon
"the trusts hereinbefore referred to.

"But this conveyance is made upon the express con-
"dition that the parties of the second part agree, and do
"hereby agree to and with the parties of the first part
"to fulfill and perform all the contracts for sales or con-
"veyance of any of said lands, heretofore made by said
"party of the first part with the purchaser, and do fur-
"ther agree to reimburse the party of the first part or
"cause it to be reimbursed in full, out of the net pro-
"ceeds of lands coming into their hands for all outlays

"or disbursements in its said business; and do further "agree to release and discharge the parties of the first "part from the payment of any of the sums of money "or the performance of any of the matters and things "on its part to be made, done and performed, as set "forth in said conveyance and agreement of the said "twenty-eighth day of March, eighteen hundred and "seventy-one, and to release and indemnify the party "of the first part, or to cause it to be indemnified, when "and to the extent that said parties of the second party "may have in their hands, any net proceeds from the sale "of lands, from and against all contracts or liabilities "which it may be under relative to the granted premises, "and in all other matters for and against which said "party of the first part equitably and in good conscience "has a right to be reimbursed, indemnified and pro-"tected.

"Such indemnity and repayment shall also be re-"duced to the extent that any one or more of the stock-"holders shall waive, or has waived, his right to any "share or interest therein, in favor of the bondholders; "and all rights of parties, within the said party of the "first part, as among themselves, or in relation to the "company, shall be adjusted as they and said company "may agree.

"For the ascertaining of the payment and indemnity "to be allowed by said parties of the second part to the "party of the first part, it is agreed that, on motion of "either of the parties of the second or third parts, three

"arbitrators shall be appointed, one to be chosen by "each of said last named two parties, and the third by "the two so chosen; and in case either party or arbi- "trator, as the case may be, having been fairly notified "in writing for seven days of the choice of the other "party or arbitrator, as the case may be, shall fail to "notify the other party or arbitrator, as the case may "be, of his own choice, then the principal consular offi- "cer of the German empire, at San Francisco, shall "upon being notified of such failure be, authorized to fill "the vacancy forthwith, and immediate notice shall be "given of his action to both of said parties or arbitrators, "as the case may be.

"The decision of the said three arbitrators, or, in "case of disagreement, of a majority of them, shall be "final.

"And said arbitrators, in making their award, shall "not be bound by the strict rules of law or equity, as "administered in courts, but shall make a fair and "equitable adjustment.

"The party of the third part may, if it sees fit, and "by consent of the arbitrators, cause any part of the "personal property hereby conveyed, to be returned to "the party of the first part in lieu of, or in lieu of mak- "ing compensation.

"And the said parties of the third part do hereby "covenant and agree to, and with said parties of the "first part, in consideration of the premises and the sum

"of one dollar to them in hand paid by said party of "the first part, the receipt whereof is hereby acknowl- "edged, that they, the parties of the third part, will in- "demnify, save and keep harmless the said party of the "first part, of and from all loss and damage by reason "of the execution of these presents by the party of the "first part, and against any and all claims against said "party of the first part, for the purchase-money by them "to have been paid under and by virtue of said agree- "ment between said parties of the first and second parts, "dated the twenty-eighth day of March, one thousand "eight hundred and seventy-one.

"In witness whereof, the said parties of the second, "third and fifth parts have hereunto set their hands and "seals, the parties of the second and fifth parts, and the "said Henry Villard, in person, and others of said at- "torney in parties of the third part by their said fact, "Henry Villard; and the parties of the first and fourth "parts, corporations aforesaid, have caused these pres- "ents to be signed by their respective presidents and "secretaries, and their corporate seals respectively to be "hereunto affixed, all in quadruplicate, the day and "year above written.

"(Executed and acknowledged by all the parties.)

"NO. 5. CONTRACT AS TO THE OREGON "STEAMSHIP COMPANY.

"WHEREAS, The Oregon and California Rail- "road Company is now unable to pay the full interest on "its first mortgage bonds and has defaulted in the "payment of the coupons due October first, eighteen "hundred and seventy-three, and April first, eighteen "hundred and seventy-four; and whereas, said company "is under the necessity, in order to avoid the foreclosure "and sale of the road by the bondholders, to make a com- "promise with the latter, which compromise has been "made known to all the parties of this agreement; and "whereas, it is one of the conditions of said compromise "that the receipts of the Oregon Steamship Company "and the securities of said company now pledged as col- "laterals for the benefit of certain creditors of said com- "pany shall be an additional security to the holders of "the first mortgage bonds of the Oregon and California "Railroad Company and serve to supplement the pay- "ment of principal and interest of said lands; and where- "as, the Oregon Steamship Company has the greatest in- "terest in the conclusion of such compromise, inasmuch "as by the foreclosure and sale of said railroad, the traf- "fic, and revenues of said Oregon Steamship Company "would be very much diminished; and whereas, Messrs. "Heinrich Hohenemser, director of the Deutsche Ver- "eins Bank at Frankfort-on-the-Main, Aron Nieder- "hofheim, manager of the Branch of the Bank of Com- "merce and Industry, at Frankfort-on-the-Main, Julius

"Schmidt, merchant at Frankfort-on-the-Main, Adolph "Otto, counselor at law at Heilbronn in the kingdom of "Wirtemberg, Henry Villard, of Heidelberg in the grand "Duchy of Baden, Michael Benjamin, director of Baier- "ische Wechsler Bank at Munich in the kingdom of "Bavaria, Carl Staehelin-Bucknor, of the firm of Ise- "lin & Staehelin, of Basle, in Switzerland, F. S. Van "Nierop, director of the Bank of Amsterdam, in the "kingdom of the Netherlands, and William Koester, "of the firm of Koester & Company, at Mannheim, in "the grand duchy of Baden, have established and proved "their ownership of six millions four hundred and sixty- "eight thousand six hundred dollars of the bonds of the "Oregon and California Railroad Company; and where- "as, the parties aforementioned are admitted to be the "lawful owners of the majority in interest as well as in "number of the first mortgage bonds of the Oregon "and California Railroad Company by said Oregon "Steamship Company as well as by all the other parties "to this agreement; and whereas, the creditors of said "steamship company, to-wit: Messrs. Sulzbach Broth- "ers, of Frankfort-on-the-Main, and others represented "by Milton S. Latham, as trustee and attorney in fact, "have a claim against said company amounting to eight "hundred thousand ($800,000) dollars in gold coin, "money loaned, in cash, with interest at the rate of ten "(10) per cent. per annum; and whereas, the principal "and interest of said claim is secured by a pledge of two "millions of the first mortgage bonds of the Oregon "Steamship Company, principal and interest payable in

"gold, and of twenty-nine thousand nine hundred and "ninety-eight (29,998) shares of the capital stock of said "steamship company as collateral security; and whereas, "said creditors are equally interested with said steamship "company in the conclusion of the compromise between "the Oregon and California Railroad Company and "the holders of its first mortgage bonds; and whereas, "some of the said creditors of said Oregon Steamship "Company are creditors of the Oregon Central Railroad "Company, to the amount of one million ($1,000,000) "dollars, gold, money loaned, with interest; and where-"as, said creditors are equally interested in the preser-"vation of the Oregon and California Railroad Com-"pany and the prevention of the foreclosure, and are de-"sirous that the net receipts of the Oregon Steamship "Company shall be to a certain degree, conditional se-"curity for their said loan to the Oregon Central Rail-"road Company.

"In consideration of the premises and of other valu-"able considerations, the parties above named hereunto "moving, the Oregon Steamship Company as party of "the first part, the Oregon and California Railroad Com-"pany as party of the second part, the said Heinrich "Hohenemser, director of the Deutsche Vereins Bank "at Frankfort-on-the-Main, Aron Niederhofheim, "manager of the Branch of the Bank of Commerce and "Industry at Frankfort-on-the-Main, Julius Schmidt, "merchant at Frankfort-on-the-Main, Adolph Otto, "counselor at law at Heilbronn, in the kingdom of Wirt-"emberg, Michael Benjamin, director of the Baierische

"Wechsler Bank at Munich in the kingdom of Bavaria, "Carl Staehelin-Bucknor, of the firm of Iselin & Stae- "helin, of Basle, Switzerland, F. S. Van Nierop, director "of the Bank of Amsterdam, in the kingdom of the "Netherlands, and William Koester, of the firm of "Koester & Company, at Mannheim, in the grand duchy "of Baden, by Henry Villard, their attorney in fact, "and the said Henry Villard of Heidelberg, in the grand "duchy of Baden, for themselves, their executors, ad- "ministrators, successors and future holders of the bonds "of the Oregon and California Railroad Company, as "parties of the third part; the said creditors of the Ore- "gon Steamship Company, represented by Milton S. "Latham as trustee and attorney in fact, for themselves, "their heirs, executors, administrators, successors and "assigns, as party of the fifth part, hereby covenant and "agree as follows, to-wit:

"ARTICLE 1. The entire net receipts of said Ore- "gon Steamship Company (meaning by the term 'net "receipts' wherever it is used in this agreement, all re- "ceipts remaining after paying the operating expenses, "taxes and harbor dues, and keeping the property of said "steamship company in reasonably good repair, all other "outlay, in every case, being prohibited, except by agree- "ment of all the parties to these presents), shall be first "applied to the payment of the interest at the rate of ten "(10) per cent. per annum, on the principal of eight hun- "dred thousand ($800,000) dollars loaned by said party "of the fourth part, to the party of the first part, as well "as to the extinction of the said principal. Whenever

"the principal and interest of said debt of said Oregon "Steamship Company shall be paid in full, said net re- "ceipts and the securities held by said party of the "fourth part as collaterals shall be applied to the pay- "ment of the interest at the rate of ten (10) per cent. "per annum and the principal of one million dollars in "gold, loaned by said party of the fifth part to the Ore- "gon Central Railroad Company; in so far only, how- "ever, as the net receipts of the said Oregon Central "Railroad Company shall not be sufficient for the pay- "ment of said principal and interest, or any part of it, "and in so far only, as the pledge of said Oregon Central "Railroad Company, namely: four million three hun- "dred and ninety-five thousand ($4,395,000) dollars "first mortgage bonds shall not yield sufficient, if sold, "to repay said loan of one million dollars and interest; "but in the last named event, said receipts of said steam- "ship company shall be used for the repayment of said "principal and interest only to the aggregate amount of "four hundred thousand ($400,000) dollars.

"ARTICLE 2. As saon as the conditions set forth "in Article 1 shall be complied with, the entire net re- "ceipts of the Oregon Steamship Company shall be "paid to the said parties of the third part, or their agent "and attorney, at the end of each calendar month, and "the parties of the third part shall apply them to the "current interest of the first mortgage bonds of the "Oregon and California Railroad Company to the "amount of seven per centum per annum; and whenever "in any one year the net receipts of the Oregon and

"California Railroad Company, added to the receipts "which may be contributed by the Oregon Steamship "Company, shall exceed the sum of seven per centum per "annum on the bonds issued and unredeemed of the "Oregon and California Railroad Company, then one-"half of such excess shall be applied to the redemption "of scrip, and one-half be applied to the stockholders "of the Oregon Steamship Company.

"ARTICLE 3. The securities of the Oregon "Steamship Company now in the hands of the party of "the fourth part, to-wit: two million dollars of the first "mortgage bonds and twenty-nine thousand nine hun-"dred and ninety-eight (29,998) shares of the capital "stock of said Oregon Steamship Company, shall be sec-"ondly additional security for the aforementioned claim "of said parties of the third part within the afore-de-"scribed limits, and thirdly, shall be additional security "to the said parties of the third part for its claims men-"tioned in Article 2, without prejudice, however, to the "prior rights of the parties of the fourth part and fifth "part, and said securities shall be held as a pledge by "the said party of the fourth part for its own benefit, "and as security for the payment of its claim as well "as of the claim of the parties of the third and fifth "parts, upon the payment in full of the said party of "the fourth part, possession of said securities shall be "given to said party of the fifth part, which shall hold "the said securities as a pledge for its own benefit as "well as for the benefit of said parties of the third part, "without prejudice, however, to its own claim, and upon

"the payment of its own claims, possession of said se-
"curities shall be given to the parties of the third part;
"nothing herein stipulated shall prevent, however, the
"said parties of the fourth part from making good their
"claims against said party of the first part for the prin-
"cipal and interest by the sale, at any time they may find
"it to their interest to make such sale of the securities
"of said party of the first part held by them as collat-
"erals.

"ARTICLE 4. The party of the first part binds
"itself to provide for the delivery of said securities at
"the proper time aforesaid to said parties of the third
"part, in accordance with the foregoing provisions, if
"and whenever it may be in their power to do it.

"ARTICLE 5. In case the party of the first part
"shall not comply with any of the provisions of this
"agreement, and of the larger agreement hereinafter
"named, the parties of the third part, at any time, at
"their option, and without any delay, on a written no-
"tice to the several parties to this agreement, of seven
"days, advertised in any paper in Portland, Oregon
"(the parties hereto waiving hereby all right to any other
"or further notice or time, whether fixed by statutes
"or otherwise), shall have the right to require, and cause
"to be made a sale of said bonds and shares, or any of
"them, as a foreclosure and sale of said Oregon Steam-
"ship Company by virtue of the possession of its mort-
"gage bonds, and of the mortgage executed to secure
"them, and in these ways, or in any other lawful man-

"ner, to cause itself to be repaid (after the satisfaction "of any prior claims as aforesaid) for the principal and "interest of said mortgage bonds of said Oregon and "California Railroad Company, as far as practicable.

"ARTICLE 6. The party of the first part binds "itself to furnish to the parties of the third and fifth "parts, at the beginning of each month, a statement of "the receipts of the preceding month, and also to allow "the said parties of the second, third and fifth parts, or "their lawful representatives to examine at all times "the books, accounts, papers, and property of said Ore-"gon Steamship Company.

"ARTICLE 7. All the provisions of the larger "agreement between the parties of the third part, hereto, "and the parties of the second part and others (where-"of these presents are expressly thereby made a part, "and which is hereby made a part of these presents), re-"lating to the continuance of the agreement, the rights "of the parties of the third part hereto, in case of a viola-"tion of its terms or a failure to carry it out by any of "the parties contracting with said parties of the third "part; and as to the acknowledgment of ownership of "bonds represented by the parties of the third part and "their authority and the continuance thereof, and the "waiver and estoppel of any other party's right to ques-"tion the same, and other things therein specified, and the "right to act of any three or more of the parties of the "third part, and the right of said parties of the third "part, or any three of them, to do all acts and exercise

"all powers whatsoever by their agent or attorney, and "as to the manner and effect of admitting new persons "into said agreement as parties or so as to receive the "benefits thereof, and their rights, and as to the amount "of interest to be paid on the first mortgage bonds of "the party of the second part hereto, annually, for the "first five and the next three years respectively, and all "the other provisions of said larger agreement which se- "cure any rights or benefits to any of the parties to this "agreement, and are capable of application to the mat- "ters herein named shall be deemed to be a part of and "incorporated in these presents, and adopted by the par- "ties hereto in relation to all the terms of these presents, "as fully and to the same intents and purposes as if here- "in written out at large, and in terms so applied and "adopted.

"ARTICLE 8. This contract is assented to and "executed on behalf of the parties of the fourth and fifth "parts upon the distinct understanding that nothing "herein contained shall in any wise interfere with their "respective heretofore acquired rights in the premises; "nor shall this contract be held as between them or either "of them and the other contracting parties, or any of "them, to require any notice of any description when- "ever and wherever or in what way soever the parties of "the fourth and fifth parts, or either of them, may pro- "ceed to enforce their said respective rights and de- "mands; and if in such case any notice whatsoever be re- "quired by reason of this contract in any proceeding at "law or otherwise, notwithstanding this article, then the

"parties hereto waive any and all notice by process or "otherwise, and hereby consent that the parties of the "fourth and fifth parts may, if they so choose, appoint an "attorney to represent the remaining parties hereto, in "any proceeding, if this article shall not be deemed to "amount to a waiver of right to notice as aforesaid.

"In witness whereof, the said parties have hereunto "set their respective hands and seals in quadruplicate, "the parties of the third part, except the said Henry Vill- "ard who executed the same in person, by their attor- "ney in fact, the said Henry Villard, and the said sev- "eral corporations, have by resolutions of their respective "boards of directors caused their respective corporate "seals to be hereunto affixed, and these presents to be "signed by their respective presidents and attested by "their respective secretaries in quadruplicate this twenty- "fifth day of July, A. D. one thousand eight hundred "and seventy-four.

"In presence of, etc.; (Executed and acknowledged "by all the parties.)

"NO. 6. CONTRACT AS TO OREGON CENTRAL RAILROAD COMPANY.

"WHEREAS, the Oregon and California Railroad "Company is now unable to pay the full interest on its "first mortgage bonds, and has defaulted in the pay- "ment of the coupons due October first, eighteen hundred "and seventy-three, and April first, eighteen hundred

"and seventy-four:

"And whereas, said company is under the necessity, "in order to avoid a foreclosure and sale of the road by "the bondholders, to make a compromise with the latter, "which compromise has been made known to all the "parties to this agreement;

"And whereas, it is stipulated in said agreement of "compromise, as one of the conditions of said compro- "mise, as follows: 'Ben Holladay herein agrees to join "with the creditors of the Oregon Steamship Company, "and the creditors of the Oregon Central Railroad Com- "pany, in any arrangement, with their consent, by which "the entire property of these two companies, after their "indebtedness is liquidated, shall belong to the railroad "company, and be a further security by mortgage to the "bondholders';

"And whereas, said Oregon Central Railroad Com- "pany has the strongest interest in the conclusion of the "said compromise;

"And whereas, said Heinrich Hohenemser, director "of the Deutsche Vereins Bank of Frankfort-on-the- "Main; Aron Niederhofheim, manager of the Branch "Bank of Commerce and Industry, at Frankfort-on-the- "Main, Julius Schmidt, merchant, at Frankfort-on-the- "Main; Adolph Otto, counselor at law, at Heilbronn, "in the kingdom of Wirtemberg; Henry Villand, of "Heidelberg, in the grand duchy of Baden; Michael "Benjamin, director of the Baierische Wechsler Bank "at Munich, in the kingdom of Bavaria; Carl Staehelin-

"Bucknor, of the firm of Iselin & Stachelin, of Basle, "in Switzerland; F. S. Van Nierop, director of the Bank "of Amsterdam, in the kingdom of the Netherlands, "and William Koester, of the firm of Koester & Com- "pany, at Manneheim, in the grand duchy of Baden, "have established and proved their ownership to six mil- "lions four hundred and sixty-eight thousand six hun- "dred dollars of bonds of the Oregon and California "Railroad Company;

"And whereas, the parties aforementioned are admit- "ted to be the lawful owners of the majority, in inter- "est as well as in numbers, of the first mortgage bonds "of the Oregon and California Railroad Company, by "said Oregon Central Railroad Company, as well as "by all the other parties to this agreement.

"And whereas, the creditors of said Oregon Steam- "ship Company, to wit: Messrs. Sulzbach Brothers, of "Frankfort-on-the-Main, and others, represented by "Milton S. Latham as trustee and attorney in fact, are "creditors of the Oregon Central Railroad Company, to "the amount of one million dollars in gold, with inter- "est;

"And whereas, said creditors hold as collateral se- "curities for the principal and interest of their claim "the entire issue of the first mortgage bonds of the "Oregon Central Railroad Company, to the nominal "amount of four millions three hundred and ninety-five "thousand ($4,395,000) dollars;

"And whereas, said creditors of said Oregon Cen-

"tral Railroad Company are equally interested in the "preservation of the Oregon and California Railroad "Company and the prevention of the foreclosure;

"Now, therefore, in consideration of the premises "and other valuable considerations, the parties to these "presents thereunto moving, the said Oregon Central "Railroad Company, as party of the first part; the said "Oregon and California Railroad Company, as party "of the second part; said Heinrich Hohenemser, direc- "tor of the Deutsche Vereins Bank at Frankfort-on- "the-Main; Aron Niederhofheim, manager of the branch "of the Bank of Commerce and Industry at Frankfort- "on-the-Main; Julius Schmidt, merchant at Frankfort- "on-the-Main; Adolph Otto, counselor at law, at Heil- "bronn, in the kingdom of Wirtenberg; Michael Ben- "jamin, director of the Baierische Weshsler Bank, at "Munich, in the kingdom of Bavaria; Carl Staehelin- "Bucknor, of the firm of Iselin & Staehelin, of Basle, "in Switzerland; F. S. Van Nierop, director in the "Bank of Amsterdam, in the kingdom of the Nether- "lands, and William Koester, of the firm of Koester "& Company, at Mannheim, in the grand duchy of "Baden, by Henry Villard, of Heidelberg, in the grand "duchy of Baden, their attorney in fact, and the said "Henry Villard, as owners of six millions four hun- "dred and sixty eight thousand dollars of bonds of the "Oregon and California Railroad Company, for them- "selves, their executors, administrators, successors and "future holders of the bonds of the Oregon and Califor- "nia Railroad Company, as parties of the third part,

"and said creditors of the Oregon Central Railroad "Company, represented by Milton S. Latham as their "trustee and attorney in fact, as party of the fourth "part, have covenanted and agreed as follows:

"ARTICLE 1. The entire net receipts of the "Oregon Central Railroad Company (meaning by the "term 'net receipts' wherever it is used in this agree-"ment, all receipts remaining after paying the oper-"ating expenses and taxes, and such floating debt as "now exist against said company, and keeping the "property of said Oregon Central Railroad Company "in reasonably good repair, all outlay in every other "case being prohibited except by the agreement of all "the parties to these presents), shall be applied first "to the payment of the interest, at the rate of ten per "cent. per annum, on said principal of one million dol-"lars, gold, loaned by said party of the fourth part to "said Oregon Central Railroad Company, and next to "the payment of the principal of said loan.

"ARTICLE 2. Whenever, and as soon as said "interest and principal shall be paid, either out of the "net receipts of said Oregon Central Railroad Com-"pany or in any other manner, the entire net receipts "of said Oregon Central Railroad Company shall be "paid to the parties of the third part, or their lawful "representative at the end of each month, and the par-"ties of the third part shall apply the same in the same "manner as the net receipts of the Oregon and Califor-"nia Railroad Company are to be applied under said "agreement of compromise, to the payment of the cur-

"rent interest on the first mortgage bonds of the Oregon "and California Railroad Company, up to the amount "of seven per cent, per annum, and upon the payment "in full of said interest, and the redemption of the cer- "tificates of indebtedness to be issued for unpaid inter- "est by said Oregon and California Railroad Company, "ratably, according to the different series of said cer- "tificates of indebtedness, and finally, upon the redemp- "tion of said certificates, for the payment of the prin- "cipal of said bonds at maturity, or their purchase pre- "viously thereto.

"ARTICLE 3. The securities now in the hands "of the parties of the fourth part, to wit: four millions "three hundred and ninety-five thousand dollars ($4,395,000) first mortgage bonds of said Oregon "Central Railroad Company, shall secondly serve as "collateral security to the parties of the third part, of "their claims mentioned in Article 2, without preju- "dice, however, to the claim of said party of the fourth "part to said securities as collateral, and said party of "the fourth part shall hold said collateral security for "his own benefit as long as he is not himself paid in "full, but also for the benefit of the parties of the third "part; upon payment in full of said party of the fourth "part, said securities shall pass into the hands of the "parties of the third part. But nothing stipulated "herein shall prevent the said parties of the fourth part "from making good their claims against said Oregon "Central Railroad Company, for principal and inter- "est by the sale, at any time they may find it to their

"interest to make such sale, of the securities of said "company, held by them as collaterals.

"ARTICLE 4. The party of the first part binds "itself to deliver to the party of the third part, at the "proper time, said securities as collaterals.

"ARTICLE 5. In case said party of the second "part shall not comply with any of the provisions of this "agreement, or of the larger agreement between the "party of the second part hereto and the parties of the "third part and others (whereof these presents are ex- "pressly thereby made a part, and which is hereby made a "part of these presents), the parties of the third part, at "any time, at their option, and without delay, on a written "notice to the several parties to this agreement, of seven "days, advertised in any paper published in Portland, "Oregon (the parties hereto waiving hereby all right "to any other or further notice of time, whether fixed "by statute or otherwise), shall have the right to re- "quire and cause to be made a sale of said bonds, or "any of them, of said Oregon Central Railroad Com- "pany, so held as collateral by the said party of the "fourth part, and in this way, or any other lawful man- "ner, to cause themselves to be repaid (after the satis- "faction of any prior claims, as aforesaid), for the prin- "cipal and interest of said mortgage bonds of said Ore- "gon and California Railroad Company, as far as "practicable.

"ARTICLE 6. The party of the first part binds "itself to furnish at the beginning of each month, or as

"soon thereafter, during the succeeding month, as prac-
"ticable, to said parties of the second and third parts a
"statement of the receipts of the preceding month of
"said Oregon Central Railroad Company, and also to
"allow the said parties of the third and fourth parts,
"or their lawful representative, to examine at all times
"al the books, accounts, papers and property of the Ore-
"gon Central Railroad Company.

"ARTICLE 7. All the provisions of the larger
"agreement between the party of the second part and
"the parties of the third part and others hereto (where-
"of these presents are expressly thereby made a part,
"and which is hereby made a part of these presents)
"relating to the continuance of the agreement, the
"rights of the parties of the third part hereto in case
"of a violation of its terms or failure to carry it out by
"any of the parties contracting with said parties of the
"third part, and as to the acknowledgment of the own-
"ership of bonds represented by the parties of the third
"part; and their authority and the continuance thereof,
"and the waiver and estoppel of any other party's right
"to question the same, and other things therein specified,
"and the right of any three or more of the persons com-
"posing said parties of the third part to act, and the
"right of said parties of the third part, or any three of
"them to do all acts and exercise all powers whatsoever,
"by their agent or attorney, and as to the manner and
"effect of admitting new persons into said parties of
"the third part, and their rights, and as to the amount
"of interest to be paid on the first mortgage bonds of

"the party of the second part hereto annually, for the "first five and the next three years, respectively, and "all the other provisions of the said larger agreement "which secure any right or benefits to any of the par- "ties to this agreement, and are capable of application "to the matters herein named, shall be deemed to be a "part of and incorporated in these presents, and adopted "by the parties hereto in relation to all the terms of "these presents, as fully and to the same intents and "purposes as if herein written out at large, and in terms "so applied and adopted.

"ARTICLE 8. The securities of the Oregon "Central Railroad Company herein named; and now "in the hands of the party of the fourth part, may, "notwithstanding anything contained in this agreement, "at any time, by the consent of and on terms satisfactory "to the parties of the third and fourth parts, be applied "or used as security in order to provide the means to "complete the said Oregon Central Railroad.

"ARTICLE 9. This contract is assented to and "executed on behalf of the parties of the fourth part "upon the distinct understanding that nothing herein "contained shall in anywise interfere with their respec- "tive heretofore acquired rights, in the premises; nor "shall this contract be held, as between them, or either "of them, and the other contracting parties, or any of "them, to require any notice of any description when- "ever and wherever or in what way soever the parties "of the fourth part, or either of them, may proceed "to enforce their said respective rights and demands,

"and if in such case any notice whatever be required "by reason of this contract, in any proceeding at law, "or otherwise, notwithstanding this article, then the "parties hereto waive any and all notice, by process "or otherwise, and hereby consent that the parties of "the fourth part may, if they so choose, appoint an at- "torney to represent the remaining parties hereto in any "proceeding, if this article shall not be deemed to amount "to a waiver of right to notice as aforesaid.

"IN WITNESS WHEREOF, the said parties "have hereunto set their respective hands and seals in "quadruplicate, the said parties of the third part, ex- "cept Henry Villard, acting by their attorney in fact, "and the said several corporations have, by resolutions "of their respective boards of directors, caused their "respective corporate seals to be hereunto affixed and "these presents to be signed by their respective presi- "dents and attested by their respective secretaries, in "quadruplicate, this twenty-fifth day of July, A. D. "one thousand eight hundred and seventy-four.

(Executed and acknowledged by all the parties.)

"Note.—By award made E. Hansen, Adolph Ro- "senthal and John D. Fry, the Oregon and California "Railroad Company was adjudged to pay the Euro- "pean and Oregon Land Company the sum of $75,000, "in gold coin, with interest at 6 per cent. from January "1, 1875, out of the net proceeds of the land grant."

## GOVERNMENT'S EXHIBIT NO. 126H

## "AGREEMENT AS TO DISPOSITION OF "EARNINGS OF OREGON STEAMSHIP "COMPANY AND OREGON CENTRAL "RAILROAD COMPANY.

"(Referred to in last agreement.)

"ARTICLES OF AGREEMENT made this "sixth day of April, in the year one thousand eight hun- "dred and seventy-six, by and between Milton S. "Latham, as agent of the European creditors of the "Oregon Steamship Company and the Oregon Central "Railroad Company, and on their behalf, party of the "first part, and Henry Villard, as agent and on behalf "of the holders of the first mortgage bonds of the Ore- "gon and California Railroad Company, represented "by the Frankfort committee, party of the second part. "Witnessing:

"First. The said party of the first part, for and on "behalf of the said creditors of the Oregon Steamship "Company, covenants and agrees that the shares of the "capital stock of said company, now standing in the "name of Ben Holladay, shall be transferred to the said "party of the first part, and the legal title thereof "placed in him in trust, and as security for the debt due "the creditors of said steamship company, but that the "sole and exclusive right to vote upon the said stock "shall be vested in the said party of the second part, or "some proxies or proxy by him selected for that pur-

"pose, and that a collateral agreement creating and "authorizing said right to vote thereon shall also be made "by the said party of the first part, as a separate instru- "ment, and deposited in the office of the said company, "and that the lawful voting power vested in said shares "shall be exercised by the said party of the second part, "or his said proxies or proxy; provided that the said "party of the second part, or his said proxies or proxy, "shall always consent to and vote for any nominations "of two members of the board of directors of said com- "pany, which the said party of the first part shall make, "the right to make such nominations, and have them "thus voted for, being hereby expressly conceded by "said party of the second part.

"Second. The said party of the first part, for and "on behalf of the creditors of the said Oregon Steam- "ship Company, further covenants and agrees to re- "serve out of the net earnings and proceeds of the said "steamship company now pledged to him in trust for "said creditors, the sum of fifteen thousand ($15,000) "dollars annually, for a period of three years (3), in "installments of seven thousand five hundred ($7500) "dollars each, payable every six months, from the date "of these presents, said payment to be applied to the "interest on three hundred thousand dollars, seven per "centum Oregon Central Railroad second mortgage "bonds to be issued to said Ben Holladay, in pursuance "of an agreement between him and the party of the "second part.

"Third. The parties of the first and second parts,

"in their representative capacity aforesaid, hereby mu-
"tually covenant and agree that in order to provide
"the said Oregon Steamship Company with the neces-
"sary means of transportation, a suitable new steam-
"ship shall be purchased without delay, at a cost of
"not exceeding two hundred and fifty thousand ($250,-
"000) dollars in lawful currency of the United States,
"for said steamship company, in the following manner
"(it being assumed that such purchase can be made
"on the payment of one hundred thousand dollars cash,
"and the balance in equal payments in six, nine, twelve,
"and eighteen months), to wit: To meet the first cash
"payment as aforesaid, the party of the first part, as
"such representative as aforesaid, shall contribute the
"proceeds of the sale of the river boats belonging to
"said Oregon Steamship Company, such sale to be ef-
"fected at the earliest possible moment, and the party
"of the second part, as such representative as afore-
"said, shall contribute whatever amount of money shall
"be required over and above the proceeds of said sale
"of the river boats to make up the sum of one hundred
"thousand dollars, and such further sum as may be re-
"quired to equip, alter or repair the said steamship so
"as to fit her for the purpose of said line.

"Whatever amount shall thus require to be, and be
"contributed by said party of the second part, towards
"the purchase and equipment of said new steamer, shall
"bear interest at the rate of six per cent. per annum;
"said interest to be paid out of the net earnings and
"proceeds of the said steamship company after the prior

"payment: First, of the fifteen thousand dollars, an-
"nually, as before mentioned; and, Secondly, of the
"full amount of the cost of the said new steamship;
"whereupon, after payment of the said fifteen thou-
"sand dollars annually, and the full amount of the cost
"of said new steamship, and the said interest shall have
"been made in the order aforesaid, there shall next from
"the net earnings and proceeds be paid to the creditors
"of the said Oregon Steamship Company, any possi-
"ble accrued back interest, and upon the completion of
"all payments aforesaid, the principal sum so advanced
"by the party of the second part towards the purchase
"and equipment of the said new steamer, shall be repaid
"to him in installments of not less than six thousand dol-
"lars per annum, but such installments shall not exceed
"the said sum of six thousand dollars per anum, unless
"and until the current interest due to the creditors of
"the Oregon Steamship Company shall have been fully
"paid. Until the repayment of said principal in the
"manner so specified, it shall stand as a first lien upon
"the said new steamship with legal priority over the
"lien held by said party of the first part, as such repre-
"sentative on the property of said steamship company.

"Fourth. The said parties of the first and second
"parts, in their said representative capacities, also mu-
"tually covenant and agree that if upon further consider-
"ation, it should be found necessary or desirable to pur-
"chase a second new steamship for the Oregon Steamship
"Company, a joint arrangement for such purchase sim-
"ilar, as far as possible, to the one set forth in the fore-

"going article, shall be made between the parties hereto.

"Fifth. The said party of the first part, for and "on behalf of the said creditors of the Oregon Central "Railroad Company, covenants and agrees that the "shares of the capital stock of the said company now "controlled by the said Ben Holladay, shall be trans- "ferred to the said party of the first part, and the legal "title thereof placed in him in trust and as security for "the debt due the creditors of said Oregon Central "Railroad Company, but that the sole and exclusive "right to vote upon the said stock, as well as upon the "additional shares of the capital stock of said company "now standing in the name of the said party of the "first part as trustee, shall be vested in the said party "of the second part, or some proxies or proxy by him "selected for that purpose, and that a collateral agree- "ment creating and authorizing said right to vote there- "on shall also be made by the said party of the first part, "as a separate instrument, and deposited in the office "of the said company, and that the lawful voting power "vested in said shares shall be exercised by the said party "of the second part or his said proxies or proxy.

"Sixth. The said party of the first part in such "representative capacity further covenants and agrees, "that the interest now payable on the debt of the Oregon "Central Railroad Company, referred to in the forego- "ing article, shall be reduced from the date of these "presents to five per cent. per annum.

"seventh. The said party of the first part in such

"representative capacity further covenants and agrees, "that upon the payment of the cost of the said new "steamship or steamships, and upon the extinction of "the debt of the said Oregon Steamship Company to "the said party of the first part in such representative "capacity, the net earnings and proceeds of such com- "pany shall be equally divided, after allowing for the "subsidiary payment of fifteen thousand dollars for the "time before mentioned, between the creditors of the "Oregon Central Railroad Company and the Oregon "and California Railroad Company, in a manner to be "agreed upon hereafter. But the portion of such net "earnings or proceeds allowed and coming to said Ore- "gon and California Railroad Company shall be applied "to the completion of the said Oregon Central Rail- "road Company.

"Eighth. The said party of the first part, in their "representative capacity, further covenants and agrees, "that upon the extinction of the debts of the said steam- "ship company and of the said Oregon Central Railroad "Company, shall enter upon the full enjoyment of the "entire net receipts of the two companies first above "mentioned.

"Ninth. The said party of the first part, in said "representative capacity, further covenants and agrees, "that the said party of the second part shall have the "right to acquire and purchase the claim of the cred- "itors of the Oregon Central Railroad Company, at "any time during the period of three years from the "date hereof, for the sum of two hundred and fifty

"thousand (250,000) dollars, gold coin of the United "States, and the further amount of any deficiency of "interest which may have accrued between the interest "actually earned by the said company and the said in- "terest of five per cent. per annum from the date of "these presents, upon the said principal sum of two "hundred and fifty thousand dollars; provided, how- "ever, that if the said party of the second part should, "after availing himself of the option to purchase said "claim at the price stated, sell and transfer the road "and other property of the Oregon Central Railroad "Company, within a period of six years from the date "of these presents, to any other person, persons or cor- "poration, the said party of the first part, in such rep- "resentative capacity, shall receive the benefit of what- "ever consideration may be obtained by said party of "the second part, or those whom he now represents for "said railroad property.

"Tenth. The said party of the first part, in his "representative capacity, as representing the creditors "of the Oregon Steamship Company and the said party "of the second part, mutually covenant and agree, each "for himself, that he will not at any time sell, convey "or transfer the interest which he holds or represents, "the one in the Oregon Steamship Company, the other "in the Oregon and California Railroad Company, its "franchises and property during the period of three "years from the dates of these presents, except unto "the mutual consent of both parties hereto; provided, "however, that the party of the second part shall have

"the right of selling his interest in the Oregon and "California Railroad Company, upon paying full any "indebtedness which may be due by said Oregon Steam-"ship Company to its creditors.

"Eleventh; The said party of the second part fur-"ther covenants and agrees that if the bondholders of "the Oregon and California Railroad Company and "Sulzbach Brothers should consent to the application of "such portion of the amount authorized to be expended "for the purchase of a new steamship, under the resolu-"tion of the general meeting of such bondholders, held "on September sixteenth, one thousand eight hundred "and seventy-five, as shall not be required for this pur-"pose, to the extension of the line of the Oregon Cen-"tral Railroad Company, such application shall be "made as early as possible.

"IN WITNESS WHEREOF, the parties to these "presents have hereunto set their hands and seals, the "day and year first above written.

"(Seal.) MILTON S. LATHAM,
"Agent of the creditors of the Oregon Steamship Company and of the Oregon Central Railroad Company;

"(Seal.) HENRY VILLARD,
"Agent of the Oregon and California bondholders represented by the Frankfort Committee.

"Signed, sealed and delivered in presence of James L. King.

"State of California, City and County of San Francisco, ss.

"On the sixth day of April, A. D. one thousand eight "hundred and seventy-six, before me, James K. King, "a notary public in and for said city and county, resid- "ing therein, duly commissioned and sworn, personally "appeared Milton S. Latham. agent of creditors of the "Oregon Steamship Company, and of the Oregon Cen- "tral Railroad Company, and Henry Villard, agent of "the Oregon and California bondholders, represented "by the Frankfort committee, known to me to be the "persons whose names are subscribed to the annexed "instrument, and they severally duly acknowledged to "me that they executed the same.

"IN WITNESS WHEREOF, I have hereunto "set my hand and affixed my official seal, at my office "in the city and county of San Francisco, the day and "year first above written.

"(Seal.) JAMES L. KING, Notary Public.

"NOTE—In addition to last two agreements above "printed, two other agreements dated respectively May "26, 1876, and Dec. 6, 1776, were made between the "six parties to the definite agreement. These agree- "ments being merely preliminary to the definite agree- "ment, and superseded by it, are not reproduced."

GOVERNMENT'S EXHIBIT NO. 126 I

"ORIGINAL CONVEYANCE OF OREGON "AND CALIFORNIA LAND GRANT TO "EUROPEAN AND OREGON LAND COM- "PANY.

"THIS INDENTURE, made and entered into at "the city and county of San Francisco, State of Calif- "ornia, this twenty-eighth day of March, in the year of "our Lord, one thousand eight hundred and seventy- "one, between Milton S. Latham, Faxon D. Atherton "and William Norris, trustees, all of the city and county "of San Francisco, parties of the first part, the Euro- "pean and Oregon Land Company, an incorporation "duly incorporated and organized under and pursuant "to an Act of the Legislature of the State of California, "approved the fourteenth day of April, one thousand "eight hundred and fifty-three, entitled 'An Act to "provide for the formation of corporations for certain "purposes,' and the Acts supplementary thereto and "amendatory therof, party of the second part, and the "Oregon and California Railroad Company, a body "corporate, organized at Portland, in the State of Ore- "gon, on the seventeenth day of March, one thousand "eight hundred and seventy, under an Act of the Leg- "islature of the State of Oregon, approved the four- "teenth day of October, one thousand eight hundred "and sixty-two, entitled 'An Act providing for private

"corporations and the appropriation of private prop-
"erty therefor,' and Acts amendatory thereof and sup-
"plementary thereto, party of the third part, witnesseth:

"WHEREAS, the said Oregon and California
"Railroad Company did, on the fifteenth day of April,
"in the year of our Lord one thousand eight hundred
"and seventy, duly make, execute and deliver unto the
"said Milton S. Latham, Faxon D. Atherton and Wil-
"liam Norris, its certain indenture in writing, under
"seal, bearing date of the last named day, whereby the
"said Oregon and California Railroad Company, as
"party of the first part therein, in consideration of cer-
"tain premises in said indenture declared and expressed,
"and in further consideration of one dollar, the receipt
"whereof was therein and thereby acknowledged, did
"duly grant, bargain, sell, assign, alien, set over, en-
"foeff, convey and confirm unto the said Milton S.
"Latham, Faxon D. Atherton and William Norris,
"parties of the second part therein, all and singular the
"lands and franchises, with their appurtenances, lying
"and being in the State of Oregon, granted or intended
"to be granted to the Oregon company by Act of Con-
"gress approved the twenty-fifth day of July, in the
"year one thousand eight hundred and sixty-six, entitled
" 'An Act granting lands to aid in the construction of a
"railroad and telegraph line from the Central Pacific
"Railroad, in California, to Portland, in Oregon,' and
"Acts supplemental thereto and amendatory thereof;
"and also all the right, title, interest, claim, property,
"and demand whatsoever, both legal and equitable,

"present and prospective, absolute and contingent, which "the said Oregon and California Railroad Company "then had or owned, or to which it was in anywise en- "titled, in and to any and all lands and franchises in "the State of Oregon, granted or intended to be granted "to the Oregon Company by the Acts of Congress "aforesaid; and also all further right, interest, claim, "property and demand which the said Oregon and Cal- "ifornia Railroad Company might at any time there- "after have, own or acquire to any lands lying and being "anywhere in the State of Oregon, or in any county "thereof, by virtue of any further compliances with the "requirements of such Acts of Congress by the said "Oregon and California Railroad Company, together "with all and singular the hereditaments and appur- "tenances thereunto belonging or in anywise apper- "taining. To have and to hold the said granted lands, "property and franchises, and every part and parcel "thereof, unto the said Milton S. Latham, Faxon D. "Atherton and William Norris, and to their successors "or successor and assigns forever: In trust, neverthe- "less, for certain uses and purposes and upon certain "conditions and covenants in said indenture contained, "as by said indenture or record thereof in the records "of deeds in and for the county of Multnomah, in the "State of Oregon, on pp. 727 to 734, inclusive, of book "K of said records, reference thereto being had, may "more fully and at large appear; and, whereas, among "other conditions, covenants and agreements in said "indenture contained and set forth, the said Milton S.

"Latham, Faxon D. Atherton and William Norris, or "their successors or successor and assigns, by and with "the consent of the said Oregon and California Rail- "road Company, but not otherwise, were and are duly "authorized, empowered and directed at any time before "the maturing of the principal of certain bonds of the "said Oregon and California Railroad Company in said "indenture mentioned and described, to sell and dispose "of all or any part or portion of the lands and fran- "chises so granted as aforesaid by such Acts of Congress "and in and by said indenture conveyed to said trustees, "to such person or persons, firm or firms, associations "or bodies corporate, and for such price and upon such "terms as the said Oregon and California Railroad Com- "pany might, by and through the president, advise, di- "rect, instruct or agree to.

"Now, THEREFORE, THIS INDENTURE "WITNESSETH: That the said Milton S. Latham, "Faxon D. Atherton and William Norris, trustees as "aforesaid, under and pursuant to the power and au- "thority in them vested in and by the said indenture "first herein above referred to, and in consideration of "the premises and of the certain covenants hereinafter "contained and set forth, and to be performed and kept "by the said European and Oregon Land Company, "and in consideration of the sum of one dollar, lawful "money of the United States, to them in hand paid by "the said European and Oregon Land Company, the "receipt whereof is hereby acknowledged, and also in "pursuance of the advice, direction, instruction and

"agreement in writing to that effect of the said Oregon "and California Railroad Company, party of the third "part, by and through its president, have granted, bar- "gained, sold, assigned, aliened, set over, enfoeffed, "conveyed and confirmed, and by these presents do "grant, bargain, sell, assign, alien, set over, enfoeff, "convey and confirm unto the said European and Ore- "gon Land Company, party of the second part, all the "lands and franchises with their appurtenances lying "and being in the State of Oregon, granted or intended "to be granted to the said Oregon company by Act of "Congress, approved the twenty-fifth day of July, one "thousand eight hundred and sixty-six, entitled 'An Act "granting lands to aid in the construction of a railroad "and telegraph line from the Central Pacific, in Cal- "ifornia, to Portland, in Oregon,' and acts supplemental "thereto and amendatory thereof; and also, all the right, "title, interest, claim, property and demand whatsoever, "both legal and equitable, present and prospective, ab- "solute and contingent, which the parties of the first "part hereto now have or hold, or to which they may "be in anywise entitled, in and to any and all lands and "franchises in the State of Oregon, granted or intended "to be granted to the said Oregon company by the Acts "of Congress aforesaid; and also, all future right, title, "interest, claim, property and demand, which the parties "of the first part hereto may at any time hereafter have, "own or acquire to any lands lying and being anywhere "in the State of Oregon, or in any county thereof, by "virtue of any further compliance with the requirements

"of such Acts of Congress by the party of the third "part hereto, together with all and singular the here- "ditaments and appurtenances thereunto belonging or "in anywise belonging, and being the same land, tene- "ments, franchises, hereditaments and appurtenances "granted, conveyed and assured unto the parties of the "first part hereto, by the Oregon and California Rail- "road Company, by indenture bearing date the fifteenth "day of April, one thousand eight hundred and seventy, "as by said indenture or the record thereof in the rec- "ords and deeds in and for the county of Multnomah, "in the State of Oregon, on pages 727 to 734 inclusive, "of book K of said records, reference being thereunto "had, may more fully and at large appear.

"To have and to hold the said granted lands, prop- "erty and franchises, and every part and parcel thereof "unto the said European and Oregon Land Company, "party of the second part hereto, and to its successors "and assigns forever; subject, nevertheless to the cer- "tain provisions and conditions in reference to delivery "of possession of said lands, and delivery of the surveys, "plats, and patents, and other muniments of title to or "affecting said lands to be hereafter issued by theUnited "States to the said Oregon and California Railroad "Company, pursuant to the law, which are hereinafter "mentioned and expressed. And the said parties of the "first part, and all and every person or persons whom- "soever, lawfully or equitably claiming any estate, right, "title or interest of, in and to the hereinbefore granted "premises by, from or under them and each of them,

"shall and will at any time or times hereafter, upon the "reasonable requests, and at the proper costs and charges "in the law of the said party of the second part, or its "successor or successors, or assigns, make, do and exe- "cute, or cause to be made, done and executed, all and "every such further, and lawful, and reasonable acts, "conveyances and assurances in the law for the better "and more effectually vesting and confirming the "premises, lands and franchises hereby intended to be "granted in and to the said party of the second part, "as by the said party of the second part or its successor "or successors, or the counsel learned in the law, shall "be reasonably devised, advised or required.

"And also that the said parties of the first part, the "above granted, bargained, sold and assigned premises, "and every part and parcel thereof, with the appurte- "nances thereof, unto the said party of the second part, "or its successor or successors and assigns, against the "said parties of the first part, and their successors, and "against all and every person and persons whomsoever "lawfully claiming , or to claim, the same by, through "or under them, it shall and will warrant, and by these "presents forever defend.

"And in consideration of the premises, the said "European and Oregon Land Company, party of the "second part hereto, have covenanted, promised and "agreed, and [illegible]oth hereby covenant, promise and agree "to, and with the said Milton S. Latham, Faxon D. "Atherton, and William Norris, trustees as aforesaid, "in manner following, that is to say: The said party

"of the second part hereto shall and will, on or before the "first day of April, in the year of our Lord one thou- "sand eight hundred and eighty-nine, pay to said Mil- "ton S. Latham, Faxon D. Atherton and William "Norris, trustees aforesaid, the price or sum of one and "one quarter dollars lawful money of the United States, "for each and every acre of said lands and premises "hereby conveyed to the party of the second part, be "the same more or less.

"It is further covenanted and agreed by the said "parties of the first part, that they will notify in writ- "ing the party of the second part at San Francisco, from "time to time, as they receive the same, that they are pre- "pared to deliver to the party of the second part the "plats and surveys of the lands and premises hereby "sold, or intended to be sold, as the same may be here- "after segregated from the public domain, and set apart "to the Oregon and California Railroad Company, "party of the third part hereto, pursuant to the law, "and for the purposes mentioned in the said Act of "Congress, passed as aforesaid, on the twenty-fifth day "of July, one thousand eight hundred and sixty-six, "and the Acts supplemental thereto and amendatory "thereof, and all such papers, documents and muni- "ments of title hereafter to come to their possession, "relating to said lands and premises, as may be nec- "essary to enable the party of the second part to select "the same by good and sufficient description thereof.

"And it is also further stipulated, covenanted and "agreed by and between the parties of the first and

"second parts hereto, that the said parties of the fir
"part, having notified in writing, as aforesaid, the par
"of the second part, at San Francisco, California, th
"they are prepared to deliver to the party of the secon
"part any of the said surveys, plats, patents and oth
"evidences and muniments of title relating to or desi
"nating said lands, as the same may from time to tin
"be issued by the United States, to said Oregon an
"California Railroad Company, under the Acts of Co
"gress already passed, or which may hereafter be passe
"in aid thereof, or supplemental thereto, the said par
"of the second part, at any time before the expiratio
"of ten years from the day of the receipt by said par
"of the second part, of the said notice relating to sa
"documentary evidence of location of and title to sa
"lands, may and shall receive actual possession of sa
"patents, and of the lands therein described, upon pa
"ing to the parties of the first part the said price
"one and one-quarter dollars per acre of such lands, b
"without interest on the said price of the same for t
"said period of ten years.

"If, however, such lands shall for any cause be n
"paid for within ten years from the time the said par
"of the second part shall be notified by the parties
"the first part, as aforesaid, that said surveys, plats, pa
"ents and other evidence and muniments of title a
"ready to be delivered by the said parties of the fir
"part to the said party of the second part, as afor
"said, then the parties of the first part shall charg
"and the party of the second part shall pay, interest

"the rate of six per cent. per annum upon said purchase "price of one and one-quarter dollars per acre of said "lands, for the period after said ten years and up to "and including said first day of April, one thousand "eight hundred and eighty-nine, during which said "lands shall not be paid for by the party of the second "part, as heretofore provided; it being the intent of this "stipulation and covenant, that the party of the second "part shall have ten years within which to make payment "for and take possession of, or sell to others, the lands "hereby conveyed without paying interest on the said "purchase price of said lands, for any portion or the "whole of that time, but after said lands or any part "thereof shall have been at the disposition of the party "of the second part under the covenants of this inden- "ture, for the term of ten years, it shall thereafter pay "to the parties of the first part interest at the rate of "six per cent. per annum, on the purchase price of all "the land so at the disposition of the party of the second "part, which may not for any reason have been paid for "by said party of the second part within such period "of ten years. But the said surveys, plats, patents, and "all other evidences and muniments of title from the "United States to said Oregon and California Railroad "Company, relating to said lands heretofore conveyed, "shall remain with, and the possession of the lands and "premises therein described shall always remain in the "said parties of the first part, anything hereinbefore "contained to the contrary notwithstanding, until said "party of the second part shall pay the parties of the

"first part for the same or such part thereof as it may "from time to time desire to obtain possession of under "this conveyance, the said price of one and one-quarter "dollars per acre of said lands, and such rates of inter- "est thereon as hereinbefore provided for.

"It is further expressly covenanted and agreed, by "and between the parties hereto, each with the other, "that in case the total amount of the indebtedness of "the party of the second part created under this inden- "ture shall, at the time of the execution and delivery "of these presents, or at any future time, exceed the "amount of the capital stock of said party of the second "part actually paid in, the parties of the first part, in "consideration of the premises, and of the sum of one "dollar to them in hand paid by the party of the second "part, the receipt whereof is hereby acknowledged, "hereby covenant, promise and agree, that they will, "and they do hereby remise, release and discharge, the "trustees of the party of the second part, under whose "administration such excess may be or is hereby cre- "ated, from all and every liability, joint or severally, in "their, or either of their individual and private capa- "cities, to the parties of the first and third parts, for "the amount of such excess of said indebtedness over "the amount of capital stock of the party of the second "part actually paid in at the time of the execution and "delivery of these presents; and said parties of the first "part, for the consideration aforesaid, do hereby waive, "surrender and abandon, any and all claim, demand "or right, at law or in equity, or existing or to exist,

"by operation of the statute creating undivided and pri-
"vate liabilities of trustees of corporations organized
"under the laws of California, for the debts or liabili-
"ties incurred in excess of the amount of capital stock
"actually paid in. And the said party of the third
"part, hath covenanted and agreed, and doth hereby
"covenant and agree, to and with the parties of the first
"part and the party of the second part, that it has duly
"authorized, empowered, directed and required, the said
"parties of the first part, as trustees aforesaid, to make,
"execute and deliver, this indenture to the said party
"of the second part in manner and form, and upon the
"terms and conditions hereinbefore expressed. And the
"said party of the second part, by and through its presi-
"dent, he being thereunto and for that purpose duly
"authorized and empowered, this sale and conveyance,
"and every part thereof, hath fully and completely rat-
"ified, approved and confirmed, and by these pres-
"ents doth fully ratify, approve and confirm the same.

"In witness whereof, the said parties of the first
"part have hereunto set their respective hands and seals;
"and the said party of the second part hath also caused
"these presents to be subscribed by its president, and
"its corporate seal hereto affixed and attested by its
"secretary, by resolution of its board of trustees the day
"and year first above written; and the said party of
"the third part hath also caused the same to be sub-
"scribed by its president, and its corporate seal to be
"hereto affixed and attested by its secretary, by reso-
"lution of its board of trustees the day and year first
"above writetn.

MILTON S. LATHAM. SEAL.
FAXON D. ATHERTON. SEAL.
WILLIAM NORRIS. SEAL.

"(Seal.) The EUROPEAN and OREGON LAND COMPANY.
By Joseph S. Wilson, President.

The EUROPEAN and OREGON LAND COMPANY.
By Francis Avery, Secretary.

"(Seal.) The OREGON and CALIFORNIA RAILROAD COMPANY,
By Ben Holladay, President.

The OREGON and CALIFORNIA RAILROAD COMPANY.
A. G. Cunningham, Secretary.

"Signed, sealed and delivered, first being duly "stamped, W. H. L. Barnes, F. J. Thibault.

"State of California, City and County of San Francisco, ss.

"I, F. J. Tribault, a commissioner for the State of "Oregon duly commissioned by the executive authority, "and qualified under and by virtue of the laws thereof, "to take the acknowledgment and proof of the execu-"tion of deeds and other instruments in writing under "seal to be used or recorded in the State of Oregon, "and to administer oaths, affirmatives, etc., residing in "the city and county of San Francisco, and State of

"California, do certify that on the twenty-eighth day "of March, A. D. one thousand eight hundred and sev- "enty-one, before me personally appeared, in the said "city and county of San Francisco, and State of Calif- "ornia, Milton S. Latham, Faxon D. Atherton and Wil- "liam Norris, whose names are subscribed to the fore- "going instrument as parties thereto of the first part, "who are to me personally known to be the individuals "described in and who executed the said instrument as "parties of the first part therein; and said Milton S. "Latham, Faxon D. Atherton and William Norris, sev- "erally, duly acknowledged to me that they executed "the said annexed instrument, freely and voluntarily, "and for the uses and purposes therein mentioned; and "also that on the day and year aforesaid, and at the "place aforesaid, and before me, a commissioner for the "State of Oregon aforesaid, personally appeared Joseph "S. Wilson, president of the European and Oregon "Land Company, and Francis Avery the secretary of "the said Company, and to me severally and personally "known as the president and secretary of said com- "pany, and as the real persons by whom and in whose "names as such president and secretary the foregoing "instrument was subscribed and executed, and they sev- "erally acknowledged before me that they severally "subscribed and executed the foregoing instrument, for "and in behalf of and as the act and deed of said Euro- "pean and Oregon Land Company, party of the second "part thereto, for the uses and purposes therein ex- "pressed, under express authority of resolutions of its

"board of directors, duly passed and adopted, and the "said joseph S. Wilson aforesaid, and said Francis "Avery, secretary as aforesaid, being by me duly and "severally sworn, severally deposed as follows: That he "knows the corporate seal of said company, and that the "seal affixed to the foregoing instrument is the cor-"porate seal of said company, and was so affixed by "the express order and direction of its board of directors, "and under authority of resolutions duly passed and "adopted by said board, and duly entered upon the min-"utes of its proceedings.

"In witness whereof, I have hereunto set my hand "and affixed my official seal as such commissioner, at "my office in the city and county of San Francisco, and "State of California, this twentieth day of March, in "the year of our Lord one thousand eight hundred and "seventy-one.

"(Seal of Commissioner.) F. J. THIBAULT,
Commissioner for Oregon, in California.

"State of Oregon, County of Multnomah, ss.

"Be it remembered that on this first day of April, "A. D. one thousand eight hundred and seventy-one, "before me, the undersigned, a notary public in and for "the State of Oregon, duly commissioned and qualified, "and duly authorized by the laws of the State of Ore-"gon to take acknowledgments and proof of the execu-"tion of deeds and other instruments in writing under "seal, and to administer oaths and affirmations, etc., "personally came Ben Holladay, president, and A. G.

"Cunningham, secretary of the Oregon and California "Railroad Company, of Portland, Oregon, a corpora- "tion duly incorporated under the laws of the State of "Oregon, to me severally and personally known to be "the president and secretary of said company, and to be "the identical persons described in and by whom and "in whose names as such president and secretary, the "foregoing instrument was subscribed and executed by "the said Oregon and California Railroad Company, "party of the third part, and they severally acknowl- "edged before me that they severally subscribed and ex- "ecuted the foregoing instrument for and on behalf of, "and as the act and deed of said Oregon and California "Railroad Company, party of the third part thereto, "for the uses and purposes therein expressed, under "express authority of resolutions of the board of di- "rectors of said company, duly passed and adopted, and "the said Ben Holladay, president, as aforesaid, and said "A. G. Cunningham, secretary, as aforesaid, being by me "duly and severally sworn, severally deposed as follows: "That he knows the corporate seal of said company, "and that the seal affixed to the foregoing instrument "is the corporate seal of said company, and was so af- "fixed by the express order and direction of the board "of directors of said company, and under authority of "resolutions duly passed and adopted by said board, and "duly entered upon the minutes of its proceedings.

"In witness whereof I have hereunto set my hand "and affixed my official seal, as such notary, at my "office, in the city of Portland, county of Multnomah

"and State of Oregon, this first day of April, in the "year of our Lord one thousand eight hundred and "seventy-one.

GEO. E. COLE, Notary Public.

"(Notarial Seal.)

"(5 Cent Revenue Stamp, Canceled.)

"State of Oregon, Department of State,

"I, S. F. Chadwick, secretary of the State of Ore-"gon, do hereby certify, that Geo. E. Cole, whose name "is subscribed to the foregoing and annexed certificate "of acknowledgment to indenture, was at the time of "signing the same, to wit: on the first day of April, "A. D. one thousand eight hundred and seventy-one, "a duly commissioned, qualified and acting notary pub-"lic in and for the county of Multnomah, in said State "of Oregon, and that he was there by the laws of the "State of Oregon, duly authorized and empowered to "take and certify, under his notarial seal, acknowledg-"ments of deeds of conveyance and indentures, and "that full faith and credit are due to his official acts "as such.

"Witness my hand and the great seal of State, at "office, in the city of Salem, State of Oregon, this "third day of April, in the year of our Lord one thou-"sand eight hundred and seventy-one.

"Seal of State.) S. F. CHADWICK,

Secretary of the State of Oregon."

## GOVERNMENT'S EXHIBIT NO. 127

Central Pacific Railway Co. & :
Oregon & California Railroad Co. :
with : Agreement.
Pokegama Sugar Pine Lumber Co. :

The Central Pacific Railway Company, a corporation, and the Oregon and California Railroad Company, a corporation, first parties and the Pokegama Sugar Pine Lumber Company, a corporation, second party, have agreed as follows:

The first parties grant unto the second party an option to purchase the hereinafter mentioned lands for the price, during the term, and upon the conditions herein specified; that is to say:

The second party may, on or before June 30th 1903, purchase from the first parties, any or all the lands now owned by the first parties or either of them, or which first parties, or either of them, may acquire title to before such purchase shall have been made, in township thirty-nine (39) south ranges four (4) five (5) and six (6) east, and township forty (40) south, ranges four (4) five (5) and six (6) east, Willamette Base and Meridian, and townships forty-six (46) and forty-seven (47) and forty-eight (48) north, ranges two (2) three (3) and four (4) west Mount Diablo Base and Meridian, at the following prices; Of the lands in the Willamette Base and Meridian not less than eight thousand (8000) acres at nine ($9.00) dollars per acre, and

five thousand (5000) acres at five ($5.00) dollars per acre as hereinafter provided; and of the lands in the Mount Diablo Base and Meridian not less than fourteen thousand and eight hundred (14,800) acres at seven ($7.00) dollars per acre, as hereinafter provided. The foregoing lands to be selected by the second party and so purchased in tracts comprising and constituting half a quarter section each (but the selection of two forty acre tracts in two separate quarters of a section shall not be deemed a compliance with this provision). And in case the purchase is made as herein provided, it shall be written upon the contract forms in general use by the first parties for the sale of timber lands at the time such purchase is made and in conformity with and subject to the subsisting rules and conditions of first parties relating to such sales, with a covenant excepting and reserving all minerals in the lands, with right to mine and extract the same, unto the first parties. Provided, however, that while the foregoing option extends to any and all of the said lands, yet the second party must purchase not less than twenty-seven thousand and eight hundred (27,800) acres thereof, to be selected by the second party; of which not less than fourteen thousand and eight hundred (14,800) acres shall be in the Mount Diablo Base and Meridian and not less than thirteen thousand (13,000) acres shall be in the Willamette Base and Meridian. It is further agreed that of the lands in the Willamette Base and Meridian second party must first select not less than eight thousand acres at the agreed price of nine (9.00) dollars per acre,

and that after such selection—but not before—second party must also select an additional five thousand (5,000) acres at the agreed price of five ($5.00) dollars per acre which additional selection must not exceed nor be less than five thousand (5,000) acres.

The following is a re-capitulation of the minimum amount of acres to be selected by second party, and the price to be paid therefor:

| | |
|---|---|
| In the Mount Diablo Base and Meridian, not less than 14,800 acres at $7.00 per acre | $108,600.00 |
| In the Wallamette Base and Meridian, not less than 8,000 acres at $9.00 per acre.... | 72,000.00 |
| Additional 5,000 acres at $5.00 per acre.... | 25,000.00 |
| Total..... | $200,600.00 |

Otherwise, the said option to be void; and upon notice of the lands to be selected for the purchase under this option, the first parties will withdraw such lands as subject of sale under this agreement, and hold them so withdrawn pending the existence of the said option.

Provided, further that the foregoing option is subject to and depends upon, full and specific performance by the second party of the following conditions precedent; that is to say;

(1) No right whatsoever shall vest in, or be deemed conferred upon, the second party by or in virtue of this agreement, until the second party shall have completed the construction of a railroad from some point on, or in the immediate vicinity of, section five (5), in town-

ship forty one (41) south, range five (5) east. Willamette Base and Meridian, to and connecting with the main railroad (California and Oregon branch) of the Central Pacific Railway Company; nor shall any right vest in, or be deemed conferred upon the second party by or in virtue of this agreement, unless the construction of the said connecting railroad by the second party is completed and in operation on or before June 30th 1903;

(2) The second party shall, on or before June 15th 1903, file with the first parties, at their Land Agent's Office in San Francisco, a list describing the lands selected to be purchased under this agreement, and thereupon such lands, but no other lands shall be withdrawn as hereinbefore provided, and all lands not described in said list shall thereupon be free and clear of the operation and effect of this agreement; and in case the title of the first parties, or either of them, shall fail, or be found imperfect, or invalid, to any lands described in said list as filed, the second party shall purchase all the remaining lands of said list, at the time and as herein provided, and in default of such purchase all rights of the second party under this agreement shall cease.

(3) Time, whenever mentioned, is an essence of this agreement.

(4) It is mutually agreed that this agreement, nor any interest therein, cannot be assigned by the second party without the written consent of the Land Agent

of the first parties.

In consideration of the foregoing option, second party has paid to first parties the sum of one thousand ($1,000.00) dollars, which has been paid into the treasury of the Oregon and California Railroad Company, and in the event of the compliance of the second party of the terms and conditions of this option said sum is to be credited on account of the purchase price agreed to be paid for the land herein described—otherwise said sum is to be forfeited and to remain the property of the first parties.

It is further agreed that this option is to supersede that certain option of date September 25th, 1901, between the Central Pacific Railway Company and the Pokegama Sugar Pine Lumber Company, and that certain option of date October 2nd, 1901, between the Oregon and California Railroad Company and the Pokegama Sugar Pine Lumber Company; and the two last mentioned options are hereby cancelled by mutual agreement.

In Witness Whereof, the first parties have caused their names to be subscribed to this agreement in triplicate, by their Land Agent and the second party has caused its name to be subscribed and corporate seal affixed on November 11, 1902.

Central Pacific Railway Company
By Wm. H. Mills, Land Agent.
Oregon and California Railroad Company.
By Wm. H. Mills, Land Agent,

Pokegama Sugar Pine Lumber Company,
By George Mason, President.
By Jno. E. Coffin, Secretary.

(Corporate Seal.)

State of California
County of Los Angeles SS.

On this 16th day of December, in the year one thousand, nine hundred and five, A. D. before me, Frank W. Hovey a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. Mason, known to me to be the President of the Pokegama Sugar Pine Lumber Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in said county, the day and year in this certificate first above written.

Frank W. Hovey, Notary Public in and for
Los Angeles County, State of California.

Seal
(Corporation)

Filed and recorded on the 24th day of January, A. D. 1906, at 8 A. M.

Geo. Chastain, County Clerk.
By Oscar Shive, Deputy.

State of Oregon, :
:SS
County of Klamath :

I, Geo. Chastain, County Clerk in and for Klamath County, Oregon, do hereby certify that the foregoing copy of deed has been by me compared with the original as it appears of record in Book 19, page 368, in Deed Records of Klamath County, Oregon, in my office and custody, and that it is a true, full, complete and correct transcript of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 7th day of September, A. D. 1907.

Geo. Chastain, County Clerk,
By Lyle Watson, Deputy.

(Seal.)

## GOVERNMENT'S EXHIBIT NO. 128.

Deed Book 88, Page 288.
N. P. R. R. Co.,
to
City of Portland
Pacific Division Quit-claim Deed No. 6.

THIS INDENTURE, made the seventh day of August, in the year of Our Lord, One Thousand Eight Hundred and Eighty-Six, by and between the Northern Pacific Railroad Company, a corporation, created

by and existing under an act of the Congress of
United States of America, entitled "An Act, grant
lands to aid in the construction of a railroad and t
graph line from Lake Superior to Puget Sound, on
Pacific Coast, by the Northern Route," approved J
2, 1864, party of the first part, the Central Trust C
pany of New York, a corporation, existing under
laws of the State of New York, Trustee under a cer
Indenture of Mortgage or Deed of Trust, made by
said party of the first part, and bearing date the f
day of January, A. D., One Thousand, Eight Hund
and Eighty-one, party of the second part, and the C
of Portland, in the County of Multnomah and Stat
Oregon, party of the third part.

WHEREAS, the said party of the first part, un
and by virtue of the said act of Congress, became
is the grantee of certain lands situate in the Territ
of Washington and State of Oregon, and did exec
and deliver to the said party of the second part
mortgage, inter alia, of the said lands, in trust for
purposes therein mentioned, bearing date the first
of January, A. D. One Thousand Eight Hundred
Eighty-one, and duly filed and recorded in the of
of the Secretary of the Interior, in the City of W
ington.

AND WHEREAS, it is provided and covenan
in said mortgage, among other things, that the said p
of the first part shall at all times be at liberty to
tract for the sale of any parcel or parcels of said la

at such price or prices as to it shall seem reasonable, not below the appraisal thereof, approved by the said party of the second part, and that upon deposit of the proceeds of such sale, or sales, with the said party of the second part, whether the same be in cash, bonds, coupons or other securities, it shall, by deed or deeds, executed by it, or its authorized Attorney or Attorneys, release the land so sold and paid for, from the lien created thereby.

AND WHEREAS, the said party of the first part, has contracted to sell and convey to the said party of the third part, the right of way over and the riparian rights inuring to the parcels of the said lands, which are hereinafter described, free from the encumbrance of the said mortgage, for the price hereinafter specified, being not less than the appraisal thereof, approved by the said party of the second part; and the said Trustee has become a party hereto, for the purpose of releasing the said land, hereby conveyed from the said encumbrance so that the party of the third part, its representatives, successors and assigns, shall take and hold the same free from any lien existing by reason of said mortgage.

Now this INDENTURE WITNESSETH: That the said parties of the first and second parts, by virtue of the said powers in said mortgage expressed, and of all others their powers and estates in the premises, and for and in consideration of the sum of Five Dollars unto the said party of the first part, and by it unto

the said party of the second part, well and truly paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do release and quitclaim forever, unto the said party of the third part, its representatives, successors and assigns, all their right, title and interest in and to the following described parcels of land, situate in Multnomah County, in the State of Oregon, to-wit:

A strip of land, fifty feet in width being twenty-five feet in width on each side of the center line of a water pipe line, as the same is staked out and located or as it shall be hereafter finally located, according to the provisions of an Act of the Legislative Assembly of the State of Oregon, approved November 25, 1885, providing for the means to supply the City of Portland with an abundance of good, pure and wholesome water, over and across the following described tracts of land:

Sections Nineteen and Thirty-one, in Township One South of Range Six East; Sections Twenty-five, Thirty-one, Thirty-three and Thirty-five in Township One South of Range Five East; Sections Three and Five in Township Two South of Range Five East; Section One in Township Two South of Range Four East; Sections Twenty-three, Twenty-five and Thirty-five in Township One South of Range Four East of the Willamette Meridian.

Hereby giving and granting unto the said party of the third part, its representatives, successors and assigns, the full right to enter on the hereinbefore described

strips of land, over and across the above described Sections, for the purpose of constructing, maintaining or repairing the said water pipe line, without being considered a tres*p*asser, also giving and granting all riparian rights whatsoever, which inure and belong to the party of the first part, or which it may hereinafter acquire by reason of any right, title and interest or claim whatsoever in and to the above described lands lying contiguous and adjacent to the stream known and described as Bull Run, in the above named Sections.

TO HAVE AND TO HOLD the above described premises, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the third part, its representatives, successors and assigns, forever, for use as the site of said water pipe line, to be constructed and maintained for supplying the City of Portland with water and not otherwise, free and clear of the lien and encumbrance of the said Indenture of Mortgage, and of the trusts therein or thereby declared or created.

IN WITNESS WHEREOF, the said parties of the first and second parts have caused these presents to be sealed with their respective corporate seals, the day and year first above written.

NORTHERN PACIFIC RAILROAD COMPANY,

(SEAL OF N. P. R. R. CO.)

By Robert Harris, President.

ATTEST:

Sam'l Wilkeson,
Secretary.

CENTRAL TRUST COMPANY OF NEW YORK,
Trustee,

(C. T. CO., OF NEW YORK)

By G. Sherman,
V. President.

Sealed and Delivered in the
presence of:
L. R. Kidder,
Frank E. Earl.

STATE OF NEW YORK, )
) ss.
City and County of New York. )

BE IT REMEMBERED, that on this seventh day of October, A. D. One Thousand Eight Hundred and Eighty-six, before me, personally appeared Robert Harris, with whom I am personally acquainted and who is known to me to be the President of the Northern Pacific Railroad Company, the corporation that is described in and that executed the foregoing instrument, as the party of the first part thereto, and who being by me duly sworn, said, that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal; that the same was affixed to the foregoing instrument by authority of the Board of Directors of said Company,

and that he signed the said instrument by like authority and the said Robert Harris at the same time acknowledged the foregoing instrument to be the act and deed of the said Northern Pacific Railroad Company, and that said Company executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year last aforesaid.

L. R. KIDDER,
Commissioner of Deeds in New York,
for State of Oregon.

(COMMISSIONER OF DEEDS
SEAL)

STATE OF NEW YORK, )
) ss.
City and County of New York. )

BE IT REMEMBERED, that on this eleventh day of October, A. D. One Thousand Eight Hundred and Eighty-six, before me personally appeared G. Sherman, with whom I am personally acquainted, and who is known to me to be the Vice President of the Central Trust Company of New York, the corporation that is described in and that executed the foregoing instrument as the party of the second part thereto, and who, being by me duly sworn, said that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal, that the same

was affixed to the foregoing instrument by authority of the Board of Directors of said Company, and that he signed the said instrument by like authority. And the said G. Sherman at the same time acknowledged the foregoing instrument to be the act and deed of the said Central Trust Company of New York, and that said Company executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of New York, the day and year last aforesaid.

L. R. KIDDER,
Commissioner of Deeds in New York,
for State of Oregon.

(COMMISSIONER OF DEEDS
SEAL)

Received for Record, Oct. 28th, 1886,
10:45 o'clock a. m.
Form M 44

STATE OF OREGON, )
)ss. No. 9327
County of Multnomah, )

I, JOHN B. COFFEY, County Clerk and Clerk of the County Court of the County of Multnomah and State of Oregon, do hereby certify that the foregoing copy of Deed, Northern Pacific Railroad Company to City of Portland, has been compared by me with the original, and that it is a correct transcript therefrom,

and of the whole of such original Deed as the same appears of record in my office and in my custody.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 26th day of April A. D. 1918.

JNO. B. COFFEY,
County Clerk

(Seal)

.....Deputy

## GOVERNMENT'S EXHIBIT 129

This exhibit consists of the record of the minutes of all meetings of the directors and stockholders of the defendant Oregon and California Railroad Company from the date of its organization until September 4, 1908, the date of the institution of this suit. By stipulation of the parties the original exhibit was withdrawn, upon the understanding that either party might designate any portion thereof to be included in the printed record. Supplementing the former stipulation upon the subject, the parties now, as a part of the settlement of the transcript of the record, do further stipulate as follows:

A verified copy of said records shall be substituted for the original, to the end that the latter may remain in the custody of the corporation for current use. Such verified copy shall have the same force and effect as the original, and shall be considered as a part of the record in

all appellate or other proceedings in said cause. Said verified copy shall not be actually filed either in the trial court or in any appellate court, unless the government shall so request. But if the government shall so request, the same shall be filed by the defendant Oregon and California Railroad Company, and considered as a part of the record in said cause in any court in which the same may be pending, and in that event, either party may make reference to the same or any part thereof, and the same shall in all respects be treated as a part of the evidence in said cause. In consideration of the premises, it shall not be necessary to include any portion of said exhibit in the printed record in said cause.

## GOVERNMENT'S EXHIBIT NO. 180

This exhibit consists of certified copies of letters on file in the office of the Secretary of the Interior and General Land office, as follows: Letter dated, "Senate Chamber, Washington, Jan'y. 19, 1869, to Hon. O. H. Browning, Secretary of the Interior, signed by Geo. H. Williams; also letter, dated, Department of the Interior, Washington, D. C. January 20, 1869, to Hon. George H. Williams, United States Senate, signed by O. H. Browning, Secretary; also letter dated, Washington, D. C., April 12th, 1869, to Hon. Jacob D. Cox, Secretary of the Interior, signed by J. H. Mitchell, Attorney for the Oregon Central Railroad Co., Salem, Oregon; also letter dated, Office of the O. C. R. R. Co. Salem, Oregon, June 9th, 1869, to Hon.

Jacob D. Cox, Secretary of Interior, Washington, D. C., signed by Geo. E. Cole, Secretary O. C. R. R. Co.; also letter dated, Office of Oregon Central Railroad Company, Salem, Sept. 19, 1870, to Hon. J. D. Cox, Secy. Dept. Interior, Washington, D. C., signed by I. R. Moores, Pres. O. C. R. R. Co. of Salem, and Geo. H. Cole, Secy. O. C. R. R. Co. of Salem; also letter dated, Portland, Oregon, Sept. 21st, 1870, to Hon. J. D. Cox, Secy. Dept. of Interior, Washington, D. C., signed by Geo. H. Williams; also letter, dated Portland, Oregon, Sept. 21st, 1870, to Hon. J. D. Cox, Secy. Dept. Interior, Washington, D. C., signed by J. Gaston, Sec. O. C. R. R.

The letters contained in this exhibit are set out in full at pages 1910, et seq. of this printed record.

# DEFENDANT'S EXHIBITS

## DEFENDANTS' EXHIBIT 250.

4—207r

### DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

WASHINGTON

March 11, 1912.

I hereby certify that the annexed copy is a true and literal exemplification from the original letter in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and

year above written.

H. W. LAMONT,
(Seal) Recorder of the General Land Office.

Telephone House, Colum. No. 800.
" Office, Main No. 819.

*1-65218*

A. A. HOEHLING, JR.,
ATTORNEY AT LAW,
1416 F STREET, NORTHWEST,
WASHINGTON, D. C.

*Division "F".*
*Oregon & California*
*R. R. Co. Request*
*for supplemental pa-*
*tent.*

June 10, 1909.

*June 21/09 to party trans. Suppl.*
*patent, O. & C. R. R. files.*

*F. L.*

The Honorable,
The Commissioner of the
General Land Office.

*Defendants Ex.*
250

Sir:

On behalf of the Oregon & California Railroad Company, I have the honor to invite your further attention

to parts of Section 9, Township 30 South, Range 1 West, Roseburg, Oregon.

Under date May 15th ult., I addressed a letter to you in connection with this same matter, calling attention to the fact that the Railroad Company named had heretofore received patent for the SE/4, frl. SW/4, and frl. NE/4, 320 acres, of said Section 9, patent No. 8, dated May 29, 1872, (recorded in Vol. 8, p. 41,).

I also therein called attention to the fact that the local office at Roseburg, Oregon, had given notice that plats of survey of the W/2 and NE/4 of said Section 9, would be filed in that office on Saturday May 29, 1909, at 9 o'clock A. M., and that the lands would then be open to entry to *bona fide* settlers who made settlement prior to the withdrawal of the lands for the Umpqua National Forest Reserve.

I accordingly asked that appropriate instructions be issued to said local office to exclude said patented portions of Section 9, namely, the S/2 of NE/4 and the S/2 of the SW/4.

*2-65218*

That application was granted by you, and instructions were issued by your Office, under date May 18, 1909, (E—W.T.P.—54351—09); and in your said letter you advised the local office that the lands so patented to the Railroad Company are now described as the SE/4, S/2 of NE/4, SE/4 of SW/4, and Lot 7, of said Section 9; and you instructed the local office to so note on their records.

In view of the fact that the patent so heretofore issued to the Company describes the lands as fractional NE/4 and fractional SW/4, and which lands have now been further designated by survey as being the S/2 of the NE/4, the SE/4 of SW/4, and Lot 7, of said Section 9, I am requested by the Railroad Company to ask that a supplemental patent may issue to it, covering the descriptions just given, this to the end that the record may be made to conform with the latest official designation by legal sub-divisions.

Respectfully,

A. A. HOEHLING, JR.

Attorney for said Company.

*Plat Nov. 25/08*

## DEFENDANTS' EXHIBIT 251.

## RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE OREGON & CALIFORNIA RAILROAD COMPANY, SEPTEMBER 28, 1908.

"RESOLVED, That Mr. B. A. McAllaster be and he is hereby appointed Land Commissioner of the Oregon & California Railroad Company, to be located at San Francisco, California, for the purpose of managing and disposing of, by sale or otherwise, any and all lands heretofore granted by the United States of America

to this Company, or to its predecessors in interest, subject to the approval of the Board of Directors of this Company, to hold office during the pleasure of this Board; and the said B. A. McAllaster, as such Land Commissioner, is hereby authorized and empowered to execute contracts for the sale or other disposition of such lands, and to execute conveyances of such lands in the name of the said Company, and under its duplicate corporate seal, without further special authorization of this Board.

RESOLVED FURTHER, that said B. A. McAllaster, as such Land Commissioner of this Company, be and he is by this Board duly authorized and instructed, in all cases where in his judgment it is necessary or expedient for the best interests of the Company, to compromise, compound, settle and terminate any land contracts issued by this Company which are outstanding and in default at this date; and all proceedings taken by said Land Commissioner in accordance with and pursuant to this resolution are hereby ratified and confirmed.

RESOLVED FURTHER, that the said appointment and authorization shall take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

## DEFENDANTS' EXHIBIT 252

## CENTRAL PACIFIC RAILWAY COMPANY RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS, SEPT. 26TH, 1908

RESOLVED that B. A. McALLASTER be and he is hereby appointed Land Commissioner of this Company, with full power to supervise and attend to all matters pertaining to land in the States of California, Nevada, Utah and Idaho, granted by the Government of the United States to this Company or its predecessor, and the said B. A. McAllaster, as such Land Commissioner, is hereby given full power to manage, conduct and carry on the business of the Land Office of this Company, and, subject to the approval of the Board of Directors of this Company, to sell, contract to sell, demise and let, all or any of its lands, and to sign his name for this Company to all contracts, agreements, leases, and other documents as shall be necessary and requisite for the full, complete, effectual and proper management or disposal of its lands; and he is hereby fully authorized and empowered to represent this Company in the United States Land Offices, or before the officers thereof, in person or through persons employed by him for that purpose, and to represent this Company in all matters pertaining to its lands at all times and places, the said appointment to take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

## DEFENDANTS' EXHIBIT 253

## SOUTHERN PACIFIC RAILROAD COMPANY

## RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS, SEPT. 23, 1908

RESOLVED and ORDERED that B. A. McALLASTER be and he hereby is appointed Land Commissioner of this Company, with full power to supervise and attend to all matters pertaining to land in the State of California granted by the Government of the United States to this Company or to its predecessor the Southern Pacific Railroad Company, including the lands granted by the United States Government to the Texas & Pacific Railway Company, and assigned and transferred by said Texas & Pacific Railway Company to the Southern Pacific Railroad Company, predecessor of this Company, and said B. A. McAllister as such Land Commissioner is hereby given full power to manage, conduct and carry on the business of the land office of this Company, and, subject to the approval of the Board of Directors of this Company, to sell, contract to sell, demise and let, all or any of its said lands, and to sign his name for this Company to all contracts, agreements, leases and other documents as shall be necessary and requisite for the full, complete, effectual and proper management or disposal of its lands; and he is hereby fully authorized and empowered to represent this Company in the United States Land Offices, or before the

officers thereof, in person or through persons employed by him for that purpose, and to represent this Company in all matters pertaining to its lands at all times and places, the said appointment to take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

## DEFENDANT'S EXHIBIT 254.

## SOUTHERN PACIFIC COMPANY. APPOINTMENT OF B. A. MCALLASTER AS LAND COMMISSIONER.

On motion, duly seconded, the following resolution was unanimously adopted:

RESOLVED, That B. A. McAllaster be and he hereby is appointed Land Commissioner of the Southern Pacific Company, to manage, lease, sell and dispose of its lands and lots in the Townsite of Russell City, Alameda County, California; in the townsite of Mina, Esmeralda County, Nevada; and in the townsite of Imlay, Humboldt County, Nevada; and the said B. A. McAllaster is hereby granted full power to negotiate and agree to leases and sale contracts of said lands and lots for such prices and upon such terms as he may deem judicious and advisable, and to collect, receive and receipt for all moneys due or to become due under such leases and contracts, and as such Land

Commissioner to execute and deliver proper written leases and sale contracts of and for said lands and lots; hereby ratifying and confirming all lawful acts of the said B. A. McAllaster under and in pursuance of this resolution.

The appointment of F. C. Radcliffe as Land Agent of this company for like purposes by resolution of the Executive Committee of this company adopted January 28, 1908, is hereby revoked.

[RESOLUTION CERTIFIED BY SECRETARY]

## DEFENDANT'S EXHIBIT 255.

"Form 3382. 10.3-06-200"

Deed No._____ Issued for Contract No._____

Dated_____

*This Deed,* made on_____190____, by Central Pacific Railway Company, a corporation of the State of Utah, first party, and United States Trust Company of New York, a corporation of the State of New York, as Trustee under Mortgage or Deed of Trust from said Central Pacific Railway Company dated August 1st, 1899, second party, unto_____, third part____, Witnesseth:

The first party, in consideration of_____Dollars, receipt whereof is acknowl-

edged, hereby grants and conveys unto third part_____, _____and assigns, all right, title and interest it now has or may hereafter acquire from the United States in or to the following described land situated in the Count_____of _____, State of_____; to wit :_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

of Section_____, Township_____ Range _____, _____Base and Meridian, containing_____Acres, according to the United States public surveys; together with all rights, privileges and appurtenaces thereunto belonging or in anywise appertaining.

The second party, as Trustee aforesaid (said sale having been reported to it by the President or Vice-President and Treasurer of first party, with full particulars as to the price and terms of such sale), hereby releases the said land, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, from the lien of the said Mortgage or

Deed of Trust of August 1st, 1899.

In Witness Whereof first party and second party has each caused its name and corporate seal to be hereunto subscribed and affixed by its President or Vice-President, and Secretary or Assistant Secretary, on the date herein first written.

CENTRAL PACIFIC RAILWAY COMPANY,

By_____

Its_____President.

By_____

Its_____Secretary.

UNITED STATES TRUST COMPANY OF NEW YORK,

By_____

Its_____President.

By_____

Its_____Secretary.

State of California, )
) ss.
City and County of San Francisco. )

On this_____day of_____, in the year One Thousand Nine Hundred and_____, before me, _____, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared_____ _____known to me to be the

5777

_____President _____

of _____

the Corporation described in and that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this Certificate first above written.

_____

Notary Public,

in and for the City and County of San Francisco, State of California.

My Commission expires_____

FILED

MAY 10, 1918.

A. M. CANNON,

Clerk U. S. District Court.

Form 4501 Local (12-19-10-800-S 2741)

Deed No..... Issued for Contract No.....

Dated.....

*This Deed,* made on.....191.., by CENTRAL PACIFIC RAILWAY COMPANY, a Corporation of the State of Utah, first party, and the United States Trust Company of New York, a Corporation of the State of New York, as Trustee under Mortgage or Deed of Trust from said Central Pacific Railway Company, dated August 1st, 1899, second party, unto .....
....., third part..,

Witnesseth: That first party, for and in consideration of .....
Dollars, receipt where of is acknowledged, hereby grants and conveys unto third part.., .....and assigns, the following described land situated in the County of....., State of....., to wit:

of Section..... Township,....., Range.....,

.....Base and Meridian, containing..... Acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject, however, to any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since.....

*Excepting* from the foregoing conveyance a right of way of lawful width for any and all County Roads heretofore lawfully established and now in public use upon and across the said land.

*Provided*, however, that first party is not, and shall never be held liable for any assessment or taxation of the said land, levied or imposed for the fiscal year beginning....., 1...., and all subsequent years; nor for any failure to pay the same.

The second party, as Trustee aforesaid (said sale having been reported to it by the President or Vice-President and Assistant Treasurer of first party, with full particulars as to the price and terms of such sale), hereby releases the said land, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, from the lien of the said Mortgage or Deed of Trust of August 1, 1899.

In Witness Whereof, first party and second party has each caused its name and corporate seal to be hereunto subscribed and affixed by its President or Vice-President, and Secretary or Assistant Secretary, on the

date herein first written.

CENTRAL PACIFIC RAILWAY COMPANY,

By.....

Its.....President.

By.....

Its.....Secretary.

UNITED STATES TRUST COMPANY OF NEW YORK,

As Trustee,

By.....

Its.....President.

By.....

Its.....Secretary.

Countersigned: Countersigned:

..... .....

Land Commissioner. Auditor.

Form 4502 Local (12-19-10—200—S-2741)

Deed No..... Issued for Contract No.....

Dated.....

*This Deed*, made on.....191.., by CENTRAL PACIFIC RAILWAY COMPANY, a Corporation of the State of Utah, first party, and United States Trust Company of New York, a Corporation of the State of New York, as Trustee under Mortgage or Deed of Trust from said Central Pacific

Railway Company, dated August 1st, 1899, second party, unto ....., third part...,

Witnesseth: That first party, for and in consideration of ..... Dollars, receipt whereof is acknowledged, hereby grants and conveys unto third part..., ..... and assigns, the following described land situated in the County of....., State of....., to wit:

of Section....., Township....., Range..... .....Base and Meridian, containing..... .....Acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject, however, to any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since.....

Excepting and Reserving from the foregoing conveyance:

FIRST: A strip of land..... feet wide, lying equally on each side of each main-track, side-track, spur, switch, and branch-line of said Central Pacific Railway Company, as the same are now, or may within..... years hereafter be, constructed upon, across or adjacent to said land.

SECOND: A right of way of lawful width for any and all County Roads heretofore lawfully established and now in public use upon and across the said land.

THIRD: The right to use all water rising upon said land which may be neded for the operation and repair of said Railway, and the right to conduct the same, as well as water rising upon other land, across the land herein described, in pipes or aqueducts, for the purpose aforesaid; together with all necessary rights of way therefor.

Provided, however, that first party is not, and shall never be held, liable for any assessment or taxation of the said land, levied or imposed for the fiscal year beginning....., 1..., and all subsequent years; nor for any failure to pay the same; and Provided, further, that this conveyance is on and subject to condition that third part..., ..... and assigns, shall erect, and forever maintain, good and sufficient fences on both sides of said strip or strips of land herein excepted and reserved for right of way for railroad tracks.

The second party, as Trustee aforesaid (said sale

having been reported to it by the President or Vice-President and Assistant Treasurer of first party, with full particulars as to the price and terms of such sale), hereby releases the said land, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, from the lien of the said Mortgage or Deed of Trust of August 1, 1899.

In Witness Whereof, first party and second party has each caused its name and corporate seal to be hereunto subscribed and affixed by its President or Vice-President, and Secretary or Assistant Secretary, on the date herein first written.

CENTRAL PACIFIC RAILWAY COMPANY,

By.....

Its.....President.

By.....

Its.....Secretary.

UNITED STATES TRUST COMPANY OF NEW YORK,

As Trustee,

By.....

Its.....President.

By.....

Its.....Secretary.

Countersigned:

.....

Land Commissioner.

Countersigned:

.....

Auditor.

## DEFENDANT'S EXHIBIT 256

One form of deed used by Oregon and California Railroad Company and the Union Trust Company of New York.

Form 3398

Form 3398 (3-19-10—800—S-640)

Deed No..... Issued for Contract No.....

*This Deed,* made on.....191.., by OREGON AND CALIFORNIA RAILROAD COMPANY, a Corporation duly incorporated and existing under the laws of the State of Oregon, first party, and the UNION TRUST COMPANY OF NEW YORK, a Corporation duly incorporated and existing under the laws of the State of New York, second part, unto .....

.....third part...,

Witnesseth: That in consideration of.....

.....Dollars paid to first party, and by first party paid to second party (as provided in the Trust Deed by first party to second party, dated July 1, 1887), first party hereby grants and conveys, and second party hereby releases and confirms, unto third part..., .....and assigns, all right, title and interest it (first party) now has or holds, or may hereafter obtain or acquire from the United States, in or to the folowing described land situated in

the County of....., State of Oregon, to wit:

of Section....., Township....., Range....., Willamette Meridian, containing..... acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject to any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since .....

Provided, however, that first party is not, and shall never be held, liable for any assessment or taxation of the said land, levied or imposed for the year 1...., and all subsequent years; nor for any failure to pay the same.

To Have and to Hold said premises, with the appurtenances, unto third part..., ..... and assigns forever, freed and discharged from the liens, powers and trusts of the said Trust Deed given by first party to second party on July 1, 1887, as aforesaid.

In Witness Whereof, first party has caused its name and corporate seal to be hereunto subscribed and affixed by its Vice-President and Secretary, and second party has caused its name and corporate seal to be subscribed

and affixed by its..... President and.....
Secretary, on the date herein first written.

OREGON AND CALIFORNIA RAILROAD COMPANY,

In Presence of: By.....
..... Its Vice-President.
..... By.....
Its Secretary.

UNION TRUST COMPANY OF NEW YORK,

In Presence of: By.....
..... By.....
..... Its....President.
.Its....Secretary.

Countersigned: Countersigned:
..... .....
Land Commissioner Auditor.

FILED
MAY 10 1918
A. M. CANNON,
Clerk U. S. District Court.

DEFENDANT'S EXHIBIT NO. 257.

**COLUMBIA COUNTY, OREGON.**

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Columbia County, Oregon, prior to January 16, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Richard Cox | Ctf | 2-26-83 | SW¼ of SE¼ | 9 | 3N | 1W | 40 | 160.00 | I | 224 | 5-27-86 |
| Oregon & California R. R. Co. | RRD | 10-6-80 | Conveys all interest in railroad lines, lands, by U. S. Grants Rolling stock all interest of every kind & nature. | | | | | | G | 28 | 12-10-80 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Martin Albrecht | RRD | 28-2-91 | SE¼ | 7 | 3N | 2W | 160 | 640.00 | P | 467 | 9-15-94 |
| Henry Turesk | RRD | 1-29-94 | W½ of NW¼ | 9 | 3N | 2W | 80 | 320.00 | P | 235 | 3-10-94 |
| Fountain A. Miles | RRD | 21-7-85 | Lot 5 | 13 | 3N | 2W | 3.42 | 17.00 | I | 231 | 6-2-86 |
| Max Berg | RRD | 21-7-85 | NE¼ of SW¼ | 15 | 3N | 2W | 40 | 160.00 | I | 267 | 7-26-86 |
| Max Berg | RRD | 21-7-86 | NW¼ of SE¼ | 15 | 3N | 2W | 40 | 160.00 | I | 271 | 7-26-86 |
| Henry Kruse | RRD | 21-7-85 | NE¼ of NW¼ | 17 | 3N | 2W | 40 | 114.00 | L | 280 | 2-6-91 |
| Max Smith & Louis Sechtem | RRD | 28-2-91 | N½ of NE¼ | 17 | 3N | 2W | 80 | 320.00 | L | 594 | 6-17-91 |
| A. T. Creecy Assignee T. W. Grant | RRD | 30-9-91 | W½ of NW¼ SE¼ of NW¼ | 17 | 3N | 2W | 120 | 300.00 | M | 253 | 11-4-91 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Matilda Stump | RRD | 16-11-91 | S½ of NE ¼ NW¼ of SE¼ | 17 | 3N | 2W | 120 | 300.00 | M | 376 | 12-22-91 |
| E. M. Peacher | RRD | 21-7-85 | SE¼ of SW¼ SW¼ of SE¼ | 15 | 3N | 2W | 80 | 200.00 | N | 224 | 7-13-92 |
| John A. Watson | RRD | 2-28-91 | NE¼ of SE¼ | 23 | 3N | 2W | 40 | 70.00 | L | 601 | 6-19-01 |
| Jacob C. Cline | RRD | 28-2-91 | SE¼ of NE¼ | 23 | 3N | 2W | 40 | 100.00 | M | 598 | 3-21-92 |
| Frank Batter | RRD | 21-7-85 | SW¼ of SW¼ | 23 | 3N | 2W | 40 | 100.00 | N | 402 | 10-6-92 |
| G. L. Watson | RRD | 30-4-94 | S½ of NW¼ NW¼ of SW¼ | 23 | 3N | 2W | 120 | 480.00 | P | 358 | 5-19-94 |
| John W. Cline | RRD | 30-4-94 | SW¼ of NE¼ | 23 | 3N | 2W | 40 | 100.00 | P | 349 | 5-15-94 |
| Albert Fehrenback | RRD | | SW¼ of SW¼ | 33 | 3N | 2W | 40 | 80.00 | I | 404 | 2-16-87 |
| Lucy Reynard | RRD | 16-11-91 | S½ of NE¼ | 3 | 3N | 2W | 80 | 240.00 | Y | 136 | 5-6-01 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Gowanlock | RRD | 7-3-04 | SW¼ of SE¼ | 17 | 3N | 2W | 40 | 80.00 | 4 | 181 | 5-18-04 |
| Henry C. Lamberson | RRD | 28-2-91 | SE¼ of SW¼ | 3 | 3N | 2W | 40 | 120.00 | 8 | 84 | 7-30-06 |
| Willamette Pulp & Paper Co. | Q C | 18-2-01 | Lot 4 | 9 | 4N | 1W | 18.03 | 100.00 | G | 124 | 4-5-01 |
| P. A. Frakes | Q C | 3-4-89 | Lot 4 | 33 | 4N | 1W | 17.85 | 60.00 | V | 415 | 7-6-99 |
| Leander M. Cox | RRD | 28-2-91 | W½ of NE¼<br>E½ of NW¼<br>SE¼ of NE¼<br>Lot 1 | 35 | 4N | 2W | 238.03 | 595.07 | M | 441 | 1-19-92 |
| E. M. Shintaffer | RRD | 21-9-85 | N½ of SW¼ | 27 | 4N | 2W | 80 | 200.00 | M | 70 | 8-8-91 |
| Charles H. and Dave Rafferty | RRD | 28-2-91 | S½ of SE¼ | 27 | 4N | 2W | 80 | 300.00 | M | 77 | 8-12-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Charles H. & Dave Rafferty | RRD | 28-2-91 | NW¼ of NW¼ | 35 | 4N | 2W | 40 | | M | 77 | 8-12-91 |
| Charles H. & Dave Rafferty | RRD | 28-2-91 | S½ of SW¼ | 27 | 4N | 2W | 80 | 320.00 | M | 80 | 8-12-91 |
| Jacob Gittner | RRD | 14-3-92 | N½ | 13 | 4N | 3W | 320 | 960.00 | N | 24 | 4-8-92 |
| S. Benson | RRD | 19-3-00 | S½ | 13 | 4N | 3W | 320 | 960.00 | V | 577 | 4-16-00 |
| Anna M. Solgard | QCD | 21-10-91 | W½ of SW¼ | 17 | 3N | 2W | 80 | 360.00 | Y | 332 | 12-10-01 |
| Edward McSweeney | RRD | 28-2-91 | W½ of NE¼ | 3 | 4N | 4W | 86 | 172.00 | L | 462 | 4-25-91 |
| N. Wernimount | RRD | 28-2-91 | N½ of SW¼ | 13 | 4N | 5W | 80 | 160.00 | P | 7 | 8-26-93 |
| S. G. Reed | RRD | 9-14-86 | E½ of SE¼ SW¼ of SE¼ | 3 | 3N | 2W | 120 | 900.00 | I | 380 | 1-10-87 |
| Henry Turesk | RRD | 1-29-94 | SW¼ of NW¼ NW¼ of SW¼ | 9 | 3N | 2W | 80 | 320.00 | P | 235 | 3-10-94 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| P. A. Frakes | RRD | 3-4-89 | Lot 4 | 33 | 4N | 1W | 17.85 | 60.00 | V | 415 | 7-6-99 |
| E. M. Shintoffer | RRD | 9-21-85 | N½ of SW¼ | 27 | 4N | 2W | 80 | 200.00 | M | 70 | 8-8-91 |
| Richard Cox | RRD | 7-21-95 | SW¼ of SE¼ | 9 | 3N | 1W | 40 | 160.00 | I | 224 | 5-27-86 |
| William T. White | RRD | 5-1-91 | Lot 4 | 1 | 3N | 2W | 4.20 | 210.50 | L | 578 | 6-11-91 |
| S. G. Reed | RRD | 9-14-86 | E½ of SE¼ & SW¼ of SE¼ | 3 | 3N | 2W | 120 | 900.00 | I | 380 | 1-10-87 |
| George Blott | RRD | 12-21-91 | E½ of SW¼ | 7 | 3N | 2W | 80 | 320.00 | P | 453 | 9-1-94 |
| S. G. Reed | RRD | 9-14-86 | SW¼ofNE¼& S½ of NW¼ NW¼ of NW¼ N½ of SW¼ | 11 | 3N | 2W | 240 | 900.00 | I | 380 | 1-10-87 |
| William T. White | RRD | 5-1-91 | E½ of NE¼ | 11 | 3N | 2W | 80 | 210.50 | L | 578 | 6-11-91 |
| Reuben Z. Joy | RRD | 10-5-87 | SE¼ of SE¼ | 15 | 3N | 2W | 40 | 100.00 | I | 580 | 12-17-87 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Emanuel Frederick | RRD | 9-9-87 | E½ of SW¼ | 23 | 3N | 2W | 80 | 160.00 | I | 434 | 4-2-87 |
| Andrew J. Amel | RRD | 2-28-91 | W½ of SE¼ | 23 | 3N | 2W | 80 | 200.00 | L | 433 | 4-14-91 |
| G. L. Watson Assignee of L. E. Thompson | RRD | 30-4-94 | SE¼ of SE¼ | 23 | 3N | 2W | 40 | 160.00 | P | 360 | 5-19-94 |
| Charles Clayson Assignee of A. C. Fenbach | RRD | 7-1-95 | NE¼ | 33 | 4N | 2W | 160 | 560.00 | V | 191 | 12-29-98 |
| Josiah Fullerton | RRD | 2-17-85 | W½ of SE¼ E½ of SW¼ | 9 | 4N | 4W | 160 | 360.00 | I | 323 | 10-23-86 |
| Clark L. Parker | RRD | 2-17-85 | NW¼ | 3 | 4N | 4W | 160 | 430.00 | I | 332 | 11-6-86 |
| James A. Watson | QC | 2-2-03 | SW¼ of NE¼ | 27 | 4N | 2W | 40 | 220.00 | 2 | 315 | 4-27-03 |
| John H. Edmonds | Cont | 3-11-82 | S½ of NW ¼ of NW¼ | 5 | 7N | 5W | 155 | 387.77 | H | 737 | 12-11-88 |



ND VERTICAL IN BOOK

State of Oregon )
County of Columbia )ss.

I hereby certify that the foregoing two sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 23rd, 1912.

(Seal.)

H. E. LA BARR,

County Recorder of Columbia County, Oregon.



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## WASHINGTON COUNTY OREGON.

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Washington County, Oregon, prior to January 16, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Martin Bridgefarmer | B&S | 11-20-74 | Lot 5 | 21 | 1S | 4W | 6.02 | 21.68 | L | 32 | 5-4-75 |
| Jonathan Wells | B&S | 9-9-75 | E½ of NW¼ | 17 | 1S | 3W | 80 | 400.00 | L | 337 | 11-24-75 |
| William G. Scoggin | B&S | 8-17-76 | Lots 1 & 2 | 7 | 1S | 4W | 20.24 | 45.60 | M | 30 | 9-28-76 |
| Harlow McLeod | B&S | 8-17-76 | SW¼ | 15 | 1S | 3W | 160 | 640.00 | M | 76 | 11-10-76 |
| T. W. Sain | B&S | 11-26-74 | NE¼ of NE¼ | 13 | 1S | 3W | 40 | 108.00 | M | 116 | 12-30-76 |
| John G. Ainsworth | B&S | 11-26-74 | N½ & N½ of SE¼ | 9 | 2S | 3W | 1094.49 | 3084.14 | M | 121 | 1-23-77 |

VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | SE¼ of SE¼<br>Lots 1, 2, 3, 4<br>NW¼ of NW¼<br>Lots 2 &3<br>NW¼ of SE¼<br>N½ of SW¼<br>SE¼ of SW¼ | 3<br><br><br><br>29 | 2S<br><br><br><br>1S | 3W<br><br><br><br>3W | | | | | |
| John Held | B&S | 8-17-76 | NW¼ of NW¼<br>Lot 4 | 25 | 1S | 5W | 62.40 | 112.32 | M | 143 | 1-18-77 |
| Benjamin S. Hall | B&S | 1-19-78 | W½ of NE¼<br>NW¼ of SE¼<br>NE¼ of NW¼ | 13 | 1S | 5W | 160 | 440.00 | M | 636 | No date |
| John Butt | B&S | 1-19-78 | SW¼ of NW¼ | 7 | 1S | 4W | 37.58 | 84.56 | M | 637 | 2-6-78 |
| William M. Watson | B&S | 1-19-78 | NW¼ | 15 | 1S | 3W | 160 | 860.00 | N | 8 | 2-14-78 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robert H. Walker | B&S | 1-19-78 | Lot 5 | 5 | 1S | 1W | 22.50 | 101.25 | N | 14 | 2-16-78 |
| Lewis Butt | B&S | 9-9-75 | Lot 4 | 7 | 1S | 4W | 26 | 65.00 | N | 81 | 4-3-78 |
| John Were | B&S | 1-19-78 | Lot 6 | 21 | 1S | 4W | 40.94 | 102.35 | N | 94 | 4-17-78 |
| William Sharon | B&S | 1-19-78 | NE¼ of NE¼ | 29 | 1S | 4W | | | | | |
| | | " | E½ of NE¼ | 3 | 2S | 3W | 97.45 | 1.00 | N | 102 | 5-29-78 |
| | | " | Lot 1 | | | | | | | | |
| | | | NW¼ of SE¼ | 13 | 3S | 3E | | | | | |
| | | | (Clackamas County) | | | | | | | | |
| George Alexander | B&S | 1-19-78 | Such part of Lot 3, as lies E of W line of D. C. of Wm. Beagle produced to N. line of homestead claim of Wm. H. Harell, | 3 | 1S | 4W | 5.58 | 22.32 | N | 105 | 5-23-78 |
| Caleb Hiatt | B&S | 1-19-78 | Lots 1, 2, 3, | 11 | 1S | 4W | 15.86 | 71.37 | N | 458 | 1-27-79 |



D VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thomas Roe | B&S | 1-19-78 | NE¼ of SW¼, Lots 2, 3, 4, | 27 | 1S | 4W | 116.61 | 309.00 | O | 483 | 1-16-80 |
| Heinrich Prohl | B&S | 1-19-78 | E½ of SW¼ | 7 | 2S | 2W | 80.00 | 261.00 | P | 394 | 12-13-80 |
| Benjamin Talcott Flint | QC | 11-27-72 | Lot 1 | 11 | 2S | 2W | 10.68 | 76.72 | I | 422 | 1-23-73 |
| Mrs. Lucinda Henry | QC | 11-27-72 | SW¼ of SE¼ SE¼ of SW¼ | 11 | 2S | 3W | 80 | 234.00 | K | 258 | 4-14-74 |
| William C. Ralston | QC | 7-31-74 | Sundry lands in | 31, | 1S | 1W | | | | | |
| | | | Secs. 5, 13, | | 2S | 1W | 1012.49 | 5132.07 | K | 377 | 8-31-74 |
| | | | Secs. | 1 | 3S | 1W | | | | | |
| | | | Secs. | 25 | 1S | 2W | | | | | |
| | | | Secs. | 27 | 1S | 2W | | | | | |
| | | | Secs. | 5 | 2S | 2W | | | | | |
| | | | Secs. 7 & 9 | | 2S | 2W | | | | | |
| | | | Secs. 23 | | 2S | 2W | | | | | |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Secs. 1 & 3 | | 2S | 3W | | | | | |
| | | | Secs. 11, 21, 23 | | 2S | 3W | | | | | |
| Jared L. Rathbone | QC | 7-31-74 | Sundry lands in | | | | | | | | |
| | | | Secs. 11, 15 | | 1S | 2E | 766.54 | 2138.33 | K | 390 | 9-19-74 |
| | | | Secs. 5, 7, 13 | | 1S | 3E | | | | | |
| | | | Secs. 1, 3 | | 3S | 4E | | | | | |
| | | | Secs. 7, | | 2S | 1W | | | | | |
| | | | Secs. 17, 33 | | 1S | 2W | | | | | |
| | | | Secs. 1, | | 2S | 3W | | | | | |
| Henry Brice | —— | 3-14-92 | NE¼ of NE¼ | 17 | 3N | 3W | 40 | 160.00 | 35 | 296 | 10-14-92 |
| Charles Henkes | —— | 2-4-95 | W½ of SW¼ | 3 | 2N | 3W | 80 | 400.00 | 49 | 254 | 4-16-97 |
| W. T. Willis | —— | 5-11-96 | SE¼ | 23 | 3N | 3W | 160 | 720.00 | 49 | 286 | 5-4-97 |
| S. W. Brownson | —— | 5-11-96 | Lots 3 & 4 | 23 | 1S | 3W | 4 | 50.00 | 49 | 295 | 5-7-97 |
| Adolph Schneider | —— | 4-11-98 | S½ of SW¼ | 15 | 3N | 3W | 80 | 400.00 | 52 | 121 | 6-1-98 |

D VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Adolph Schneider | —— | 4-11-98 | W½ of SE¼ | 15 | 3N | 3W | 80 | 370.00 | 52 | 121 | 6-1-98 |
| A. L. Tyler | —— | 11-3-98 | S½ of NE¼ N½ of SE¼ | 9 | 2N | 2W | 160 | 1000.00 | 52 | 444 | 12-7-98 |
| Lirnella Hutchison | —— | 4-11-98 | SE¼ of NW¼ | 11 | 2N | 3W | 40 | 180.00 | 53 | 20 | 1-3-99 |
| Fritz Birkenfeld | —— | 12-12-98 | NE¼ of NE¼ | 1 | 2N | 3W | 40.32 | 262.08 | 53 | 68 | 2-2-99 |
| Burr Frutchey | QC | 8-29-98 | NE¼ of SE¼ | 3 | 2N | 3W | 40 | 180.00 | 53 | 240 | 4-22-99 |
| B. R. Harrington | QC | 4-3-99 | SE¼ of SE¼ | 9 | 2N | 2W | 40 | 180.00 | 53 | 444 | 9-5-99 |
| John Kapf | QC | 4-3-99 | NW¼ of NE¼ | 27 | 2N | 2W | 40 | 200.00 | 54 | 175 | 12-2-99 |
| Uriah K. Arnold | QC | 10-9-99 | S½ of SW¼ SW¼ of SE¼ | 9 | 2N | 2W | 120 | 600.00 | 54 | 210 | 12-26-99 |
| Otto Hartmann | QC | 10-9-99 | N½ of NW¼ | 9 | 2N | 2W | 80 | 480.00 | 54 | 233 | 1-9-00 |
| Geo. Krochman | QC | 10-9-99 | N½ of NE¼ | 9 | 2N | 2W | 80 | 520.00 | 54 | 235 | 1-9-00 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| H. P. Ford | QC | 12-26-99 | NW¼ of NE¼ | 13 | 2N | 3W | 40 | 200.00 | 54 | 265 | 1-29-00 |
| J. W. Marsh & Charles A. McCrum | QC | 2-12-00 | N½ of NE¼ SW¼ of NE¼ & W½ | 9 | 1S | 4W | 440 | 1540.00 | 54 | 356 | 3-19-00 |
| N. S. Nelson & P. P. Reed | QC | 3-19-00 | SE¼ of SW¼ | 23 | 3N | 3W | 40 | 200.00 | 55 | 76 | 7-13-00 |
| H. G. Salstrom | QC | 10-9-99 | E½ | 17 | 2N | 2W | 320 | 1280.00 | 55 | 426 | 2-7-01 |
| Hugh Finnigan | QC | 12-17-00 | SW¼ of SW¼ | 13 | 2S | 3W | 40 | 240.00 | 57 | 50 | 3-30-01 |
| Wm. H. Wier | QC | 5-1-02 | SE¼ of NE¼ | 3 | 2N | 3W | 40 | 133.00 | 60 | 34 | 7-12-02 |
| A. Trudell | —— | 12-17-00 | SE¼ of SE¼ | 31 | 1S | 5W | 40 | 120.00 | 60 | 310 | 3-24-03 |
| J. D. Kennedy | —— | 6-6-98 | Lots 1, 2, 3 | 15 | 1S | 2W | 60.11 | 1202.20 | 60 | 313 | 3-26-03 |
| Thomas Nelson | —— | 4-6-03 | SE¼ of SW¼ | 5 | 1S | 4W | 40 | 200.00 | 60 | 434 | 6-10-03 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B. H. Tupper | QC | 4-23-00 | SE¼ of SW¼ | 1 | 1S | 5W | 40 | 133.00 | 65 | 135 | 9-29-03 |
| Alice L. Kennedy | —— | 4-8-01 | NW¼ of NE¼ | 1 | 1S | 5W | 40 | 140.00 | 65 | 216 | 11-20-03 |
| Fred S. Wilcox | QC | 1-5-03 | NE¼ of SE¼ | 7 | 2N | 3W | 40 | 160.00 | 65 | 297 | 1-4-04 |
| William G. Moore, Joseph McHardy & Wm. McHardy | —— | 2-8-04 | S½ of NE¼<br>N½ of SE¼<br>SW¼ of SE¼ | 31 | 1S | 5W | 200 | 600.00 | 66 | 300 | 12-12-04 |
| Eliza J. Tupper | —— | 6-6-04 | NE¼ of SW¼ | 1 | 1S | 5W | 40 | 140.00 | 70 | 102 | 5-19-05 |
| Hiram R. Kay | —— | 5-28-00 | E½ of NW¼ | 1 | 1S | 5W | 80 | 266.00 | 70 | 304 | 10-26-05 |
| Thomas Seth | SWD | 2-1-81 | NW¼ of NW¼<br>Lot 1 | 33 | 1S | 4W | 76.30 | 190.00 | P | 524 | 2-8-81 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. E. F. Ruckman | SWD | 2-1-81 | NE¼ of SE¼ | 17 | 2S | 2W | 40 | 100.00 | P | 527 | 2-8-81 |
| D. S. Walton | —— | 5-24-79 | N½ of SE¼ | 15 | 1S | 3W | 80 | 396.00 | O | 40 | 6-24-79 |
| Thomas Roe | —— | 5-24-79 | NW ¼of SW¼ Lot 1 | 27 | 1S | 4W | 69.40 | 173.50 | O | 478 | 1-16-80 |
| Herman & Otto Meyer | —— | 2-26-80 | SE¼ of NE¼ | 17 | 2S | 1W | 40 | 90.00 | P | 183 | 7-26-80 |
| Nancy I. Curry | —— | 2-26-80 | SE¼ of SE¼ | 29 | 2S | 2W | 40 | 96.00 | P | 242 | 9-13-80 |
| Ambrose Tapfer | —— | 2-26-80 | NE¼ of NE¼ | 25 | 1S | 2W | 40 | 108.00 | P | 537 | 2-14-81 |
| Andrew Benson | —— | 2-26-80 | NW¼ of NE¼ | 33 | 1S | 3W | 40 | 80.00 | Q | 478 | 1-19-82 |
| Oswego Iron Co. | —— | 8-5-85 | Sundry lands in Secs. 1, 15, 17, 19, 21, 25, 27, 29, 31, 33, 35 | | 2S | 2W | 1659.40 | 3899.59 | Z | 321 | 12-22-88 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James S. Miller | —— | 10-21-85 | NW¼ of NW¼ | 29 | 2S | 2W | 40 | 120.00 | Z | 328 | 12-27-88 |
| Anton Wintermeier & Geo. A. Liebe | —— | 8-12-85 | S½ of NW¼ Lots 3, 4, 5 | 25 | 1S | 3W | 131.77 | 347.31 | Z | 633 | 4-9-89 |
| John Lee | —— | 9-20-87 | SW¼ of SW¼ | 19 | 1S | 4W | 38.62 | 96.55 | 26 | 304 | 7-6-89 |
| Julius G. Hoard | —— | 7-21-85 | NW¼ of NW¼ | 27 | 2N | 2W | 40 | 90.00 | 26 | 522 | 9-28-89 |
| D. C. Duren | —— | 9-2-85 | S½ of NW¼ NW¼ of NW¼ N½ of SW¼ | 13 | 1S | 5W | 200 | 520.00 | 27 | 95 | 11-27-89 |
| C. W. Laurens | —— | 9-15-85 | NE¼ of NE¼ | 7 | 2S | 1W | 40 | 114.00 | 27 | 361 | 3-3-90 |
| C. W. Laurens | —— | 9-23-85 | E½ of NE¼ | 31 | 1S | 1W | 80 | 228.00 | 27 | 364 | 3-3-90 |
| Chas. W. Laurens | —— | 7-12-86 | Lots 1, 2, 5 | 25 | 1N | 3W | 26.80 | 80.40 | 27 | 367 | 3-3-90 |
| John S. Meserve | —— | 4-9-86 | NW ¼of NW¼ | 5 | 2N | 2W | 43.14 | 86.28 | 35 | 12 | 8-10-92 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. Sandeen | —— | 7-21-85 | NE¼ of NW¼ | 5 | 2N | 2W | 43.03 | 77.45 | 35 | 15 | 8-10-92 |
| William Sandeen | —— | 7-21-85 | SE¼ of NW¼ | 5 | 2N | 2W | 40 | 72.00 | 35 | 18 | 8-10-92 |
| Albert Fehrenbach | —— | | SW¼ of SW¼ | 33 | 3N | 2W | 40 | 80.00 | 37 | 178 | 5-15-93 |
| John Baxter | —— | 8-18-85 | NW¼ of NW¼ | 29 | 1S | 4W | 40 | 100.00 | 37 | 222 | 5-24-93 |
| Alex & Wm. Baxter | —— | 8-18-85 | NE¼ of NW¼ | 29 | 1S | 4W | 40 | 100.00 | 37 | 225 | 5-24-93 |
| William Davis | —— | 12-11-85 | E½ of NE¼ | 17 | 2S | 2W | 80 | 340.00 | 50 | 412 | 3-12-98 |
| Louis P. Kerman | —— | 7-21-85 | SW¼ of NE¼ | 33 | 2N | 2W | 40 | 90.00 | 53 | 296 | 5-24-99 |
| Geo. Hutchings | —— | 9-15-82 | E½ of SW¼ NW¼ of SE¼ | 35 | 1S | 3W | 120 | 260.00 | 60 | 3 | 5-19-02 |
| Mrs. Ann Smith | —— | 11-15-87 | NE¼ of NW¼ | 29 | 2N | 2W | 40 | 100.00 | 70 | 326 | 11-16-05 |
| S. V. Francis, Sarah A. Hughes, | | | | | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. T. Francis | —— | 9-23-85 | SW¼ of NW¼ | 25 | 2S | 1W | 40 | 236.00 | 72 | 82 | 4-28-06 |
| Andrew C. Paulsen | W&C | 9-11-06 | SE¼ of SW¼ | 29 | 3N | 2W | 40 | 220.00 | 72 | 403 | 11-15-06 |
| J. A. Brumsey | SW | 9-15-85 | E½ of SE¼ SW¼ of SE¼ | 35 | 1S | 3W | 120 | 340.00 | W | 122 | 2-27-86 |
| C. G. Monson | SW | 8-18-85 | NE¼ of SW¼ | 17 | 2S | 2W | 40 | 140.00 | W | 128 | 3-2-86 |
| Joseph Beier | SW | 8-18-85 | NW¼ of NE¼ | 25 | 1S | 2W | 40 | 100.00 | W | 125 | 2-27-86 |
| Donald McKay | SW | 12-11-85 | N½ | 35 | 1S | 3W | 320 | 700.00 | W | 131 | 3-5-86 |
| C. Hellman | SW | 7-28-85 | Lots 1, 2, 3 | 13 | 2S | 2W | 25.50 | 100.00 | W | 166 | 3-27-86 |
| Calvin H. Adams | SW | 9-15-85 | Lots 4 & 5 | 11 | 1S | 3W | 73.56 | 367.80 | W | 157 | 3-22-86 |
| Henry Hoehler | SW | 8-12-85 | NW¼ of NE¼ NE¼ of NW¼ & Lot 1 | 23 | 2S | 2W | 107.82 | 377.00 | W | 205 | 4-23-86 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Daniel Gubser | SW | 8-12-85 | E½ of NE¼ NE¼ of SE¼ | 33 | 2S | 2W | 120 | 400.00 | W | 222 | 5-3-86 |
| Daniel Gubser | SW | 8-5-85 | NW¼ of SE¼ | 33 | 2S | 2W | 40 | 200.00 | W | 224 | 5-3-86 |
| Alexander Sutton | SW | 8-12-85 | N½ of SW¼ | 21 | 2S | 2W | 80 | 205.10 | W | 262 | 5-24-86 |
| John I. Northrup | SW | 7-21-85 | NE¼ of NE¼ | 29 | 2N | 3W | 40 | 100.00 | W | 302 | 6-8-86 |
| Peter Gibson | SW | 9-15-85 | W½ of NE¼ SE¼ of NE¼ | 29 | 1S | 4W | 120 | 300.00 | W | 299 | 6-14-86 |
| Geo. A. Morgan | SW | 5-7-86 | W½ of SW¼ | 35 | 1S | 3W | 80 | 180.00 | W | 309 | 6-14-86 |
| Drusilla Gore | SW | 8-18-85 | SW¼ of SE¼ | 27 | 2S | 1W | 40 | 100.00 | W | 334 | 6-29-86 |
| W. C. Whitlock | SW | 10-21-85 | E½ of NE¼ | 29 | 2N | 2W | 80 | 160.00 | W | 339 | 6-30-86 |
| Mrs. Ann Hood | SW | 2-2-86 | N½ of NE¼ SW¼ of NE¼ | 23 | 2N | 2W | 120.00 | 240.00 | W | 344 | 7-2-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jacob A. Messinger | SW | 10-21-85 | SE¼ of SE¼ | 7 | 2S | 2W | 40 | 180.00 | W | 350 | 7-6-86 |
| S. V. Francis, Sarah A. Hughes & J. F. Francis | SW | 9-23-85 | SW¼ of NW¼ | 25 | 2S | 1W | 40 | 240.00 | W | 364 | 7-20-86 |
| Joseph Delany | SW | 5-7-86 | SE¼S½ofNE¼<br>E½ of SW¼<br>SE¼ of NW¼ | 23 | 2S | 2W | 360 | 1720.00 | W | 377 | 7-29-86 |
| Richard M. Kyle | SW | 7-21-85 | Lot 2 | 21 | 1N | 1W | 23 | 125.00 | W | 383 | 7-31-86 |
| A. H. Vincent | SW | 10-21-85 | NW¼ of SW¼<br>SW¼ of NW¼ | 25 | 2S | 2W | 80 | 400.00 | W | 423 | 9-8-86 |
| N. Geoghegan | SW | 7-21-85 | W½ of SE¼<br>SW¼ of NE¼<br>Lots 1, 2, 5, 6 | 1 | 1N | 5W | 158.32 | 402.72 | X | 29 | 10-26-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| N. Geoghegan | SW | 7-21-85 | SE¼ of NW¼ Lot 3 | 1 | 1N | 5W | 64.39 | 128.78 | X | 32 | 10-26-86 |
| Adolphus Finney | SW | 7-21-85 | NE¼ of SE¼ Lot 3 | 29 | 2N | 2W | 84.60 | 190.35 | X | 47 | 11-2-86 |
| Franklin P. Brady | SW | 10-12-86 | Lot 2 | 29 | 2N | 2W | 19.60 | 49.00 | X | 95 | 11-17-86 |
| Friedrich Haase | SW | 12-11-85 | N½ of SE¼ | 27 | 1S | 3W | 80 | 320.00 | X | 101 | 11-26-86 |
| Emone Brooks | SW | 9-23-85 | SW¼ of SE¼ | 17 | 2S | 2W | 40 | 100.00 | X | 114 | 11-27-86 |
| J. L. Moffitt | SW | 8-10-86 | S½ of NW¼ | 21 | 2N | 2W | 80 | 200.00 | X | 121 | 11-12-86 |
| Mrs. Emily F. Ruckman | SW | 9-23-85 | S½ of SW¼ | 21 | 2S | 2W | 80 | 205.10 | X | 125 | 12-8-86 |
| Andrew N. Vibbert | SW | 10-21-85 | SW¼ of SE¼ | 7 | 2S | 2W | 40 | 160.00 | X | 150 | 12-27-86 |
| Samuel Siegenthaler | SW | 7-21-85 | SE¼ of NW¼ | 1 | 1N | 2W | 40 | 100.00 | X | 239 | 3-9-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jacob Wunderle | SW | 9-15-85 | SE¼ of NW¼ | 27 | 2S | 2W | 40 | 70.00 | X | 261 | 3-29-87 |
| S. T. Walker | SW | 1-15-87 | SW¼ of NW¼ Lot 2 | 3 | 1S | 4W | 53.70 | 161.10 | X | 292 | 4-13-87 |
| Francis Cota | SW | 12-7-86 | SW¼ of SW¼ | 11 | 2S | 3W | 40 | 140.00 | X | 313 | 4-22-87 |
| Charles Hickenbottom | SW | 2-9-87 | N½ of NW¼ | 21 | 2N | 2W | 80 | 240.00 | X | 337 | 5-6-87 |
| Ezra Sterling Ely | SW | 10-12-86 | W½ of SW¼ | 21 | 3N | 3W | 80 | 160.00 | X | 355 | 5-16-87 |
| Bertha C. Keckley | SW | 9-15-85 | SW¼ of SE¼ | 23 | 1S | 3W | 40 | 180.00 | X | 387 | 6-11-87 |
| Ezra Sterling Ely | SW | 6-7-87 | SE¼ of NW¼ | 21 | 3N | 3W | 40 | 240.00 | Y | 41 | 9-13-87 |
| Minnie A. Gregg | SW | 7-13-87 | NW¼ | 33 | 3N | 3W | 160 | 315.00 | Y | 44 | 9-14-87 |
| Johann Berger | SW | 7-21-85 | SW¼ of NW¼ | 1 | 1N | 2W | 40 | 100.00 | Y | 62 | 9-17-87 |
| Isaac Coram | SW | 7-13-87 | S½ of SE¼ | 29 | 2N | 2W | 84.60 | 211.50 | Y | 192 | 11-17-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James G. Lee | SW | 10-12-86 | S½ of SW¼ SW¼ of SE¼ | 23 | 1S | 5W | 120 | 240.00 | Y | 299 | 11-28-87 |
| J. W. Masters | SW | 12-11-85 | Lot 7 | 7 | 1S | 1W | 17.26 | 86.30 | Y | 170 | 11-26-87 |
| J. H. Davis | SW | 9-20-87 | NW¼ of NW¼ | 23 | 2N | 3W | 40 | 120.00 | Y | 195 | 12-8-87 |
| Joseph Hickenbottom | SW | 10-5-87 | NW¼ | 17 | 2N | 2W | 160 | 320.00 | Y | 214 | 12-13-87 |
| T. R. Cornelius | SW | 11-15-87 | SW¼ | 33 | 3N | 3W | 160 | 240.00 | Y | 261 | 1-13-88 |
| John C. Wastenecker | SW | 7-13-87 | W½ of SE¼ SE¼ of SE¼ | 19 | 2N | 3W | 120 | 240.00 | Y | 341 | 2-20-88 |
| Harvey S. Keels | SW | 12-5-87 | SW¼ of SE¼ | 21 | 2S | 2W | 40 | 100.00 | Y | 522 | 5-7-88 |
| Charles Schmitt | SW | 9-2-85 | NW¼ of SW¼ | 21 | 1S | 3W | 40 | 200.00 | Z | 43 | 8-10-88 |
| Charles Schmitt | SW | 9-2-85 | NE¼ of SW¼ | 21 | 1S | 3W | 40 | 200.00 | Z | 46 | 8-11-88 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| F. R. Strong | SW | 7-28-85 | Sundry lands in Sec. 31 | | 1S | 1W | 843.40 | 2557.30 | Z | 311 | 12-22-88 |
| | | | Secs. 5, 27, 33, 25 | | 2S | 1W | | | | | |
| F. R. Strong | SW | 7-28-85 | NE¼ of NE¼ | 33 | 2S | 1W | 40 | 80.00 | Z | 315 | 12-22-88 |
| Henry Bevert | SW | 8-5-85 | SW¼ of NW¼ | 33 | 2S | 1W | 40 | 160.00 | Z | 318 | 12-22-88 |
| E. J. Lyons | G&C | 2-28-91 | NW¼ of NE¼ | 29 | 2N | 2W | 40 | 100.00 | 30 | 378 | 3-14-91 |
| J. J. Fowler | G&C | 2-28-91 | SE¼ | 7 | 2N | 2W | 160 | 320.00 | 30 | 403 | 3-19-91 |
| James Corey | G&C | 2-28-91 | W½ of NE¼ NE¼ of NE¼ | 21 | 2N | 2W | 120 | 200.00 | 30 | 405 | 3-19-91 |
| Ulrich Kampf | G&C | 2-28-91 | SE ¼of NW¼ | 33 | 2N | 2W | 40 | 160.00 | 30 | 414 | 3-21-91 |
| Frederick Strobel | G&C | 2-28-91 | SW¼ of NW¼ | 31 | 1S | 1W | 43.40 | 141.05 | 30 | 416 | 3-23-91 |
| Chas. Hickenbottom | G&C | 2-28-91 | SE¼ of NE¼ | 19 | 2N | 2W | 40 | 100.00 | 30 | 453 | 3-28-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Chas. Hickenbottom | G&C | 2-28-91 | SW¼ of NE¼ | 19 | 2N | 2W | 40 | 100.00 | 30 | 437 | 3-28-91 |
| Chas. Hickenbottom | G&C | 2-28-91 | S½ of SW¼ | 21 | 2N | 2W | 80 | 181.12 | 30 | 439 | 3-28-91 |
| John Berger | G&C | 2-28-91 | NW¼ of NW¼ | 1 | 1N | 2W | 38.80 | 77.60 | 30 | 472 | 4-6-91 |
| John Swanson | G&C | 2-28-91 | NW¼ of NW¼ Lot 1 | 3 | 1S | 4W | 53.98 | 134.95 | 31 | 9 | 4-9-91 |
| Abner Herriman | G&C | 2-28-91 | S½ of SE¼ | 21 | 2N | 2W | 80 | 200.00 | 31 | 28 | 4-15-91 |
| A. T. Creecy | G&C | 2-28-91 | NW¼ of SW¼ | 33 | 3N | 2W | 40 | 80.00 | 31 | 36 | 4-17-91 |
| Tipton Marion | G&C | 2-28-91 | Lot 4 | 35 | 1S | 1W | 8.96 | 71.68 | 31 | 38 | 4-17-91 |
| Rose H. Wall | G&C | 2-28-91 | SE¼ of SW¼ | 17 | 2N | 3W | 40 | 100.00 | 31 | 73 | 4-23-91 |
| August Krause | G&C | 2-28-91 | W½ of NE¼ | 21 | 2S | 1W | 80 | 240.00 | 31 | 88 | 4-25-91 |
| L. F. Peterson | G&C | 3-13-91 | S½ of NW¼ | 27 | 2N | 2W | 80 | 400.00 | 31 | 101 | 4-28-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Franz Elling | G&C | 2-28-91 | SE ¼of SE¼ | 25 | 2S | 1W | 40 | 200.00 | 31 | 120 | 5-4-91 |
| James W. Ryckman | G&C | 3-13-91 | SW¼ of NE¼ E½ of NW¼ SW¼ of NW¼ | 33 | 3N | 2W | 160 | 320.00 | 31 | 127 | 5-6-91 |
| James G. Lee | G&C | 2-28-91 | N½ of SW¼ NW¼ of SE¼ | 23 | 1S | 5W | 120 | 300.00 | 31 | 137 | 5-7-91 |
| J. Milne | QC | 2-28-91 | Lots 1 & 2 | 25 | 1N | 3W | 17.64 | 63.51 | 31 | 152 | 5-11-91 |
| Fr. Rufener | G&C | 2-28-91 | NW¼ of NE¼ | 33 | 2N | 2W | 40 | 160.00 | 31 | 164 | 5-13-91 |
| Fr. Rufener | G&C | 2-28-91 | NE¼ of NE¼ | 33 | 1N | 3W | 40 | 160.00 | 31 | 166 | 5-13-91 |
| John I. Northrup | G&C | 2-28-91 | W½ | 21 | 2N | 3W | 320 | 560.00 | 31 | 222 | 5-25-91 |
| Albert Wachlin | G&C | 2-28-91 | NE¼ of SW¼ & NW¼ | 27 | 1S | 3W | 200 | 450.00 | 31 | 237 | 5-26-91 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Kyle K. Kaser | G&C | 2-28-91 | NW¼ of NW¼ | 7 | 1S | 4W | 37.22 | 130.27 | 31 | 242 | 5-27-91 |
| John Uebel | G&C | 2-28-91 | N½ of NE¼ | 21 | 2N | 3W | 80 | 200.00 | 31 | 245 | 5-27-91 |
| Mary Krinick | G&C | 2-28-91 | E½ of SW¼ W½ of SE¼ | 33 | 3N | 2W | 160 | 240.00 | 31 | 263 | 6-2-91 |
| E. E. Miller | G&C | 2-28-91 | E½ of NW¼ SW¼ of NW¼ | 33 | 2S | 2W | 120 | 450.00 | 31 | 275 | 6-4-91 |
| Daniel Gubser | G&C | 2-28-91 | S½ of SE¼ | 33 | 2S | 2W | 80 | 200.00 | 37 | 309 | 6-11-91 |
| F. M. Erway | G&C | 5-1-91 | NW¼ of NE¼ | 5 | 2N | 2W | 42.92 | 85.84 | 31 | 312 | 6-12-91 |
| A. H. Vincent | G&C | 2-28-91 | NW¼ of NW¼ | 25 | 2S | 2W | 40 | 180.00 | 31 | 387 | 6-29-91 |
| S. E. Craig | G&C | 2-28-91 | Lot 5 | 31 | 1S | 2W | 8.50 | 51.00 | 31 | 396 | 7-1-91 |
| Ephraim Dewey | G&C | 2-28-91 | NW¼ of SE¼ NE¼ of SW¼ | 29 | 1S | 4W | 80 | 128.40 | 31 | 449 | 7-15-91 |



ND VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Ephraim Dewey | G&C | 2-28-91 | SW¼ of SE¼ | 29 | 1S | 4W | 40 | 100.00 | 31 | 451 | 7-15-91 |
| Leonard Umphlet | G&C | 2-28-91 | SE¼ of SE¼ | 29 | 1S | 4W | 40 | 120.00 | 31 | 453 | 7-15-91 |
| J. A. Long | G&C | 2-28-91 | NW¼ of SW¼ SW¼ of NW¼ | 23 | 2N | 3W | 80 | 200.00 | 31 | 472 | 7-21-91 |
| Wilhelm Kunkel | G&C | 2-28-91 | NW¼ of SW¼ | 13 | 2N | 3W | 40 | 120.00 | 32 | 141 | 8-26-91 |
| Neal Knight | G&C | 2-28-91 | NW¼ of NW¼ | 33 | 3N | 2W | 40 | 120.00 | 32 | 172 | 9-4-91 |
| Perin G. Northrup | G&C | 2-28-91 | SW¼ of NE¼ | 29 | 2N | 3W | 40 | 100.00 | 32 | 210 | 9-14-91 |
| Mrs. Mary Burgess | G&C | 8-3-91 | E½ of SE¼ | 9 | 2N | 3W | 80 | 280.00 | 32 | 239 | 9-22-91 |
| Jacob Whitmore | G&C | 2-28-91 | W½ of NW¼ | 13 | 2S | 3W | 80 | 360.00 | 32 | 268 | 9-30-91 |
| C. C. Soehren | G&C | 2-28-91 | SE¼ of NE¼ NE¼ of SE¼ | 19 | 2N | 3W | 80 | 160.00 | 32 | 455 | 11-18-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| G. W. Kelly | G&C | 2-28-91 | NW¼ of SE¼ SW¼ of NE¼ | 23 | 2N | 3W | 80 | 160.00 | 33 | 92 | 12-24-91 |
| S. N. Poole | G&C | 2-28-91 | E½ of NE¼ | 35 | 2S | 2W | 80 | 220.00 | 33 | 140 | 1-6-92 |
| E. H. Malitz | G&C | 9-30-91 | NE¼ of SW¼ | 29 | 3N | 3W | 40 | 120.00 | 33 | 340 | 3-3-92 |
| E. H. Malitz | G&C | 9-30-91 | SE¼ of SW¼ | 29 | 3N | 3W | 40 | 120.00 | 33 | 342 | 3-3-92 |
| Ander H. Christensen | G&C | 2-28-91 | N½ of SE¼ | 21 | 2N | 2W | 80 | 200.00 | 33 | 438 | 3-25-92 |
| Stephen Reiff | G&C | 2-28-91 | SW¼ of SW¼ Lot 4 | 19 | 1S | 1W | 62.28 | 186.84 | 33 | 446 | 3-25-92 |
| Joseph Steventon | G&C | 2-28-91 | W½ of NW¼ | 11 | 2S | 3W | 80 | 220.00 | 34 | 404 | 7-12-92 |
| Samuel Sipp | G&C | 12-5-92 | SW¼ of NE¼ NW¼ of SE¼ | 15 | 2N | 3W | 80 | 200.00 | 36 | 159 | 1-10-93 |
| Sarah Adele Hill | G&C | 12-5-92 | N½ of SE¼ | 3 | 2N | 3W | 84.68 | 253.94 | 36 | 230 | 2-3-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Samuel Clifford | G&C | 4-18-92 | NE¼ of NW¼ Lot 2 | 5 | 2S | 3W | 46.20 | 161.70 | 36 | 299 | 3-2-93 |
| Albert Fehrenback | QC | 5-8-93 | SW¼ of SW¼ | 33 | 3N | 2W | | 1.00 | 37 | 181 | 5-15-93 |
| Simon Blumauer | G&C | 2-24-93 | W½ of NE¼ | 15 | 1S | 5W | 80 | 320.00 | 37 | 189 | 5-16-93 |
| | | | S½ of NW¼ | 15 | 1S | 5W | 160 | 640.00 | 37 | 191 | 5-16-93 |
| Simon Blumauer | G&C | 2-24-93 | N½ of SW¼ | | | | | | | | |
| H. A. Howard & F. M. Walker | G&C | 2-28-91 | N½ of NE¼ | 25 | 2N | 3W | 80 | 160.00 | 38 | 17 | 7-31-93 |
| David Haynes | G&C | 2-28-91 | NW¼ of NW¼ | 1 | 3S | 1W | 40.20 | 201.00 | 38 | 134 | 9-18-93 |
| G. H. Erway | G&C | 2-28-91 | NE¼ of NE¼ | 5 | 2N | 2W | 42.81 | 85.62 | 38 | 167 | 10-2-93 |
| John Trumbo | G&C | 2-28-91 | SE¼ of NW¼ NE¼ of SW¼ | 19 | 2N | 2W | 80 | 160.00 | 38 | 191 | 10-6-93 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Johnson Whitman | G&C | 7-3-93 | Lot 4 | 3 | 2S | 3W | 20 | 90.00 | 39 | 30 | 1-8-94 |
| L. C. Walker | G&C | 11-14-93 | NW¼ of SW¼ Part Lot 3 | 3 | 1S | 4W | 53.70 | 161.10 | 39 | 62 | 1-16-94 |
| David Weaver | G&C | 1-29-94 | SE¼ | 29 | 3N | 3W | 160 | 480.00 | 39 | 269 | 3-13-94 |
| J. J. Durst | G&C | 11-16-91 | SW¼ of SE¼ Lot 1 | 23 | 2N | 3W | 76.58 | 191.45 | 39 | 432 | 5-1-94 |
| Lyman J. Thompson | G&C | 1-29-94 | SE¼ of SE¼ | 11 | 1S | 5W | 40 | 120.00 | 40 | 121 | 6-30-94 |
| John C. Callahan | G&C | 2-28-91 | SE¼ of NW¼ | 29 | 1S | 4W | 40 | 64.20 | 40 | 182 | 7-23-94 |
| Saml. B. McAlpin | G&C | 6-18-94 | SE¼ of NE¼ | 9 | 1S | 4W | 40 | 120.00 | 40 | 240 | 8-11-94 |
| J. P. Newman | G&C | 10-15-94 | NW¼ of NE¼ | 11 | 2N | 3W | 40 | 140.00 | 42 | 169 | 1-29-95 |
| D. J. Buckley | G&C | 5-8-93 | S½ of SE¼ | 11 | 2N | 3W | 80 | 240.00 | 42 | 336 | 3-16-95 |



ND VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. Abbie A. Coburn | G&C | 2-4-95 | SE¼ of NE¼ NE¼ of SE¼ | 23 | 2N | 3W | 80 | 240.00 | 42 | 371 | 3-29-95 |
| A. W. Wright | G&C | 2-28-91 | W½ of NE¼ | 35 | 2S | 2W | 80 | 220.00 | 43 | 103 | 7-20-95 |
| Olave Johnson | G&C | 2-4-95 | NW¼ | 15 | 3N | 3W | 160 | 400.00 | 43 | 240 | 10-5-95 |
| P. W. Severson | G&C | 11-5-95 | SE¼ of SE¼ | 3 | 2N | 3W | 40 | 160.00 | 43 | 411 | 1-8-96 |
| Fred Meyer | G&C | 12-16-95 | SE¼ of SE¼ | 3 | 2S | 3W | 40 | 200.00 | 45 | 428 | 1-16-96 |
| Peter Gebson | G&C | 2-28-91 | NE¼ of SE¼ | 29 | 1S | 4W | 40 | 100.00 | 46 | 146 | 4-3-96 |
| William Wadhams | QC | 5-11-96 | NE¼ of SE¼ | 17 | 2S | 2W | — | 1.00 | 46 | 210 | 5-20-96 |
| Henry Butt | G&C | 7-1-95 | E½ of SE¼ | 13 | 1S | 5W | 80 | 280.00 | 46 | 254 | 6-20-96 |
| John Wastenecker | G&C | 9-5-92 | SW¼ of NE¼ | 19 | 2N | 3W | 40 | 100.00 | 46 | 275 | 7-6-96 |
| J. A. Mather | G&C | 2-28-91 | SE¼ of NE¼ | 33 | 3N | 2W | 40 | 80.00 | 49 | 454 | 8-2-97 |

THIS PAGE IS BOU

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sterling Blum | G&C | 11-5-95 | NE¼ of NW¼ | 11 | 2N | 3W | 40 | 140.00 | 50 | 99 | 10-22-97 |
| James S. Miller | G&C | 2-28-91 | SE¼ of SE¼ | 19 | 2S | 2W | 40 | 120.00 | 50 | 239 | 12-17-97 |
| Henrietta Dumschat | G&C | 11-8-97 | SE¼ of NE¼ | 9 | 2N | 3W | 40 | 240.00 | 50 | 442 | 3-28-98 |
| A. Anderson & Edith Anderson | G&C | 4-12-97 | NE¼ of NW¼ | 27 | 2N | 2W | 40 | 200.00 | 52 | 197 | 7-19-98 |
| Geo. B. Johnson | G&C | 9-30-91 | S½ of NE¼ | 5 | 2N | 2W | 80 | 200.00 | 52 | 221 | 8-9-98 |
| Fred Mast | QC | 12-12-98 | E½ of NE¼ | 15 | 2N | 3W | 80 | 400.00 | 52 | 479 | 12-24-98 |
| J. C. Miller | G&C | 8-3-91 | N ½of NE¼ | 23 | 2N | 3W | 80 | 160.00 | 53 | 29 | 1-7-99 |
| T. P. Goodin | G&C | 6-6-98 | SW¼ of NE¼ | 25 | 2N | 3W | 40 | 140.00 | 53 | 70 | 2-3-99 |
| T. P. Goodin | G&C | 6-6-98 | SE¼ of NE¼ | 25 | 2N | 3W | 40 | 140.00 | 53 | 72 | 2-3-99 |
| E. L. McCormick | G&C | 2-6-99 | W½ of NW¼ | 19 | 2S | 2W | 88.67 | 354.68 | 53 | 94 | 2-20-99 |





ND VERTICAL IN BOOK

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Henrietta Dunschat | QC | 11-8-97 | SE¼ of NE¼ | 9 | 2N | 3W | 40 | 240.00 | 53 | 352 | 6-29-99 |
| Charles W. Laurens | G&C | 11-16— | Lot 6 | 9 | 1N | 2W | 28.10 | 84.30 | 54 | 185 | 12-5-99 |
| Charles W. Laurens | G&C | 6-20-92 | N½ of NW¼ SW¼ of NW¼ Lots 2 & 3 | 5 | 2S | 2W | 178.45 | 841.00 | 54 | 187 | 12-5-99 |
| Alfred Guerber | G&C | 12-26-99 | W½ of SW¼ | 27 | 2N | 2W | 80 | 456.00 | 54 | 226 | 1-6-00 |
| Angus McLeod | G&C | 7-5-99 | SW¼ of NE¼ | 11 | 2N | 3W | 40 | 200.00 | 54 | 349 | 3-12-00 |
| Francis Keenon | G&C | 7-1-95 | SW¼ of SW¼ | 13 | 2N | 3W | 40 | 120.00 | 57 | 183 | 6-17-01 |
| Thomas Nelson | QC | 6-10-01 | SE¼ | 9 | 1S | 4W | 160 | 960.00 | 57 | 194 | 6-27-01 |
| Matthias Eischen | QC | 6-10-01 | N½ of NE¼ | 29 | 1S | 3W | 80 | 550.00 | 57 | 250 | 7-13-01 |
| P. I. Lillegard | G&C | 6-10-01 | Lot 8 | 31 | 1S | 2W | 23.60 | 118.00 | 57 | 290 | 8-16-01 |
| C. W. Redmond | G&C | 2-18-01 | E½ of SW¼ | 27 | 2N | 2W | 80 | 400.00 | 57 | 120 | 5-8-01 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John Ritter | G&C | 11-8-97 | W½ of SE¼ | 27 | 2N | 2W | 80 | 400.00 | 59 | 501 | 10-28-02 |
| Elizabeth A. Wilkes, Cornelius A. Sochren, Ira E. Fulton, Wm. F. Sochren et al., minor heirs of C. C. Sochren, dec'd, & Mary E. Lewis | G&C | 8-11-02 | N½ of NE¼ | 19 | 2N | 3W | 80 | 280.00 | 59 | 522 | 11-5-02 |
| J. W. Winters | G&C | 10-5-03 | N½ of NW¼ NW¼ of NE¼ | 7 | 3S | 1W | 127.18 | 1.00 | 65 | 221 | 11-20-03 |
| C. A. Brickman | G&C | 9-7-03 | NE¼ of NE¼ | 31 | 3N | 2W | 40 | 200.00 | 66 | 20 | 5-21-04 |
| John F. Rathkey | G&C | 12-1-04 | NE¼ of SE¼ | 33 | 3N | 2W | 40 | 180.00 | 70 | 137 | 6-13-05 |
| William Reichel | G&C | 12-1-04 | SW¼ of SW¼ | 1 | 1S | 5W | 40 | 160.00 | 70 | 210 | 8-1-05 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Eliza Jane Tupper | QC | 6-6-04 | NW¼ of SW¼ | 1 | 1S | 5W | 40 | 140.00 | 70 | 100 | 5-19-05 |
| Ludwig Holz | QC | 7-5-99 | S½ of NE¼ | 29 | 1S | 3W | 80 | 550.00 | 55 | 109 | 8-13-00 |
| Victoria Ennis | G&C | 2-28-91 | Lots 3, 4, 5 | 9 | 1N | 3W | 34.64 | 86.60 | 72 | 85 | 4-28-06 |
| Andrew C. Paulsen | G&C | 9-11-06 | SE¼ of SW¼ | 29 | 3N | 2W | 40 | 220.00 | 72 | 403 | 11-15-06 |
| Jacob Stitzel & James B. Upton | Cont | 11-22-71 | NE¼, N½ & SE¼ of SE¼, NE¼ of NW¼ & Lot 4 | 9 | 2S | 3W | | | | | |
| | | | NW¼, N½ & SE¼ of SW¼ & SE¼ of | 29 | 1S | 3W | 799.88 | 2229.64 | H | 498 | No date. |
| F. M. Wells | Cont | 12-15-79 | SE¼ of SW¼ | 25 | 2N | 5W | 40 | 100.00 | Q | 346 | 10-28-81 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sherburne Wilson | Cont | 11-2-77 | Lot 1 | 19 | 1N | 2W | 11.22 | 25.00 | Q | 27 | 4-6-81 |
| J. Milne | Cont | 4-5-79 | Lots 1 & 2 | 25 | 1N | 3W | 17.64 | 63.37 | T | 605 | 2-2-84 |
| Francis M. Wells | Cont | 9-28-84 | SW¼ of SE¼ | 25 | 2N | 5W | 40.00 | 100.00 | U | 476 | 9-30-84 |
| Frederick Haase | Cont | 11——85 | N½ of SE¼ | 27 | 1S | 3W | 80 | 320.00 | V | 392 | 11-21-85 |
| D. C. Duren | Cont | 6-21-83 | S½ & NW¼ of NW¼ & N½ of SW¼ | 13 | 1S | 5W | 200 | 520.00 | V | 426 | 1-19-86 |
| Anton Pfanner | Cont | 11-28-84 | N½ of SW¼ | 19 | 2N | 3W | 76.83 | 153.66 | 28 | 95 | 5-3-90 |
| Ephraim Dewey | Cont | 8-23-83 | NW¼ of SE¼ NE¼ of SW¼ | 29 | 1S | 4W | 80 | 128.40 | 28 | 282 | 6-26-90 |
| Ephraim Dewey | Cont | 8-23-88 | SW¼ of SE¼ | 29 | 1S | 4W | 40 | 100.00 | 28 | 283 | 6-26-90 |
| Wm. Sandeen | Cont | 5-24—— | NE¼ of NW¼ | 5 | 2N | 2W | 43.03 | 77.45 | 28 | 401 | 8-6-90 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Leonard Uemphlette | Cont | 12-26-89 | SE¼ of SE¼ | 29 | 1S | 4W | 40 | 120.00 | 28 | 284 | 6-26-90 |
| William Sandeen | Cont | 12-12-81 | SE¼ of NW¼ | 5 | 2N | 2W | 40 | 72.00 | 28 | 402 | 8-6-90 |
| Wm. Sandeen | Cont | 3-8-86 | NW¼ of NW¼ | 5 | 2N | 2W | 43.14 | 86.28 | 28 | 403 | 8-6-90 |
| Jacob Whitmore | Cont | 6-6-89 | W½ of NW¼ | 13 | 2S | 3W | 80 | 360.00 | 30 | 40 | 12-19-90 |
| L. F. Peterson | Cont | 2-4-91 | S½ of NW¼ | 27 | 2N | 2W | 80 | 400.00 | 30 | 236 | 2-6-91 |
| John Schwab | Cont | 1-11-92 | SW¼ of NE¼ | 27 | 2N | 2W | 40 | 200.00 | 33 | 264 | 2-13-92 |
| Thomas H. Smith | Cont | 10-7-89 | N½ of SE¼<br>SW¼ of SE¼ | 3 | 2N | 2W | 120 | 780.00 | 34 | 400 | 7-12-92 |
| Jacob Stitzel | Cont | 11-22-71 | S½ of NW¼<br>Lots 1, 2 & 3 | 9 | 2S | 3W | 178.36 | 515.08 A | Msc | 204 | 11-24-71 |
| James B. Upton | Cont | 11-22-71 | NW¼ of NW¼<br>NW¼ of NW¼<br>Lots 2 & 3 | 9<br><br>3 | 2S<br><br>2S | 3W<br><br>3W | 116.25 | 339.42 A | Msc | 206 | 11-24-71 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jacob Stitzel & James B. Upton | Cont | 11-22-71 | NE ¼, N½&SE¼ofSE¼ NE¼ of NW¼ Lot 4 | 9 | 2S | 3W | | | | | |
| | | | NW¼, N½&SE¼of SW¼, SE¼ | 29 | 1S | 3W | 799.88 | 2229.64 A | Msc | 208 | 11-24-71 |
| Benjamin F. Flint | Cont | 10-18-81 | Lot 1 | 11 | 2S | 2W | 10.68 | 76.90 A | Msc | 213 | 2-5-72 |
| Charles B. Upton | Cont | 9-11-71 | N½ of N½ | 7 | 3S | 1W | 167.18 | 288.97 A | Msc | 218 | 3-14-72 |
| Johannes Berger | Cont | 8-17-83 | SW¼ of NW¼ | 1 | 1N | 2W | 40 | 100.00 A | Msc | 460 | 5-5-85 |
| Mary W. Holdenbeck | Cont | 3-19-77 | NW¼ | 33 | 3N | 3W | 160 | 315.00 A | Msc | 464 | 6-23-85 |
| E. E. Miller | Cont | 3-14-90 | E½ of NW¼ SW¼ of NW¼ | 33 | 2S | 2W | 120 | 450.00 A | Msc | 634 | 3-14-90 |
| J. J. Fowler | Cont | 3-29-90 | SE¼ | 7 | 2N | 2W | 160 | 320.00 A | Msc | 635 | 4-8-90 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thomas J. Killeen | Cont | 2-5-96 | NW¼ of NE¼ | 15 | 2N | 3W | 40 | 160.00 | 46 | 174 | 4-25-96 |
| H. F. Day | Cont | 12-15-90 | N½ of SW¼ | 9 | 2N | 2W | | | | | |
| | | | N½ of SW¼ SE¼ of NE¼ | 21 | 2N | 2W | 200 | 1420.00 | 72 | 554 | 1-8-07 |

State of Oregon )
County of Washington )ss.

I hereby certify that the foregoing seven sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 14th, 1912.

E. L. PERKINS,
County Recorder of Washington County, Oregon.

(Seal.)

**MULTNOMAH COUNTY, OREGON.**

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Multnomah County, Oregon, prior to January 2, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| H. I. McCormick | Ctf | 4-25-78 | NW¼ of NE¼ | 5 | 1S | 3E | 41.50 | 186.75 | 33 | 292 | 4-27-78 |
| Henry B. Tucker | SWD | 5-24-79 | NE¼ of SE¼ | 5 | 1S | 5E | 40 | 100.00 | 51 | 209 | 1-5-82 |
| George Breitweiser | SWD | 5-24-79 | NW¼ of SW¼ Lot 4 | 23 | 1S | 2E | 47.48 | 94.96 | 37 | 34 | 6-27-79 |
| Albert H. Welsh | SWD | 5-24-79 | SE¼ | 13 | 1S | 4E | 160 | 400.00 | 37 | 295 | 8-20-79 |
| H. J. McCormick | SWD | 5-24-79 | NW¼ of NE¼ | 5 | 1S | 3E | 41.50 | 186.75 | 37 | 389 | 9-9-79 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John A. Hurlburt | SWD | 2-26-80 | S½ of NE¼ SE¼ | 3 | 1S | 4E | 240 | 480.00 | 42 | 205 | 7-14-80 |
| Gustav F. Cramer | SWD | 2-1-81 | SE¼ of SE¼ | 23 | 1S | 2E | 40 | 117.70 | 44 | 275 | 2-4-81 |
| Ferdinand Fluss | SWD | 2-1-81 | NW¼ of SE¼ NE¼ of SW¼ | 5 | 1S | 5E | 80 | 200.00 | 44 | 279 | 2-4-81 |
| Mrs. Augusta B. Leader | SWD | 2-1-81 | N½ of NW¼ | 7 | 1S | 5E | 78.54 | 176.00 | 44 | 282 | 2-4-81 |
| C. W. Burrage | SWD | 7-21-85 | S½ | 35 | 3N | 2W | 320 | 640.00 | 87 | 79 | 5-25-86 |
| Franz Elling | SWD | 7-21-85 | Lot 1 | 15 | 2N | 1W | 4.64 | 23.20 | 86 | 206 | 6-2-86 |
| Henry Raithel | SWD | 7-21-85 | NE¼ of NE¼ | 11 | 2N | 2W | 40 | 90.00 | 86 | 261 | 6-9-86 |
| Joseph S. Keller | SWD | 7-21-85 | NW¼ SW¼ of NE¼ SE¼ | 13 | 2N | 2W | 360 | 620.00 | 88 | 173 | 9-7-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. P. Kottemann | SWD | 7-21-85 | W½ of SW¼ | 33 | 2N | 1W | 80 | 200.00 | 89 | 79 | 10-22-86 |
| Phillip Pezoldt | SWD | 7-21-85 | SE¼ of SE¼ | 9 | 1N | 1W | 40 | 100.00 | 89 | 82 | 10-23-86 |
| Chas. S. Flanders | SWD | 7-21-85 | W½ of NW¼ | 23 | 2N | 2W | 80 | 200.00 | 92 | 214 | 4-6-87 |
| Joseph Simon | SWD | 7-21-85 | Lots 5, 6, 7 | 13 | 1N | 1W | 54.51 | 100.02 | 94 | 78 | 6-9-87 |
| Alex Lampert & Franz J. Frommelt | SWD | 7-21-85 | W½ of SE¼ Lot 2 | 9 | 1N | 1W | 118.79 | 296.97 | 95 | 425 | 9-12-87 |
| Sarah J. Mason | SWD | 7-21-85 | Lot 1 | 9 | 1N | 1W | 23.18 | 57.95 | 145 | 67 | 8-13-90 |
| George Dittman | SWD | 7-21-85 | NE¼ of SE¼ | 11 | 2N | 2W | 40 | 90.00 | 198 | 215 | 6-22-93 |
| Hiram Rhodes | SWD | 7-21-85 | S½ of NW¼ N½ of SW¼ | 27 | 3N | 2W | 160 | 400.00 | 210 | 90 | 3-10-94 |
| L. T. Barin | SWD | 7-21-85 | Lots 7, 8 | 33 | 3N | 1W | 28 | 75.00 | 287 | 440 | 4-3-02 |

*vs. The United States*

5888

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thos. M. Hurlburt | SWD | 7-28-85 | SE¼ of NW¼ & Lot 2 | 18 | 1S | 5E | 79.39 | 178.78 | 153 | 471 | 5-13-91 |
| Warren Heiney | SWD | 8-5-85 | SW¼ of NW¼ | 5 | 1S | 5E | 40 | 90.00 | 86 | 9 | 4-19-86 |
| Edward Woolridge | SWD | 8-5-85 | SW¼ of SE¼ | 5 | 1S | 5E | 40 | 90.00 | 126 | 109 | 9-4-89 |
| J. D. Regner | SWD | 8-12-85 | SE¼ of NE¼ NE¼ of SE¼ | 21 | 1S | 3E | 80 | 200.00 | 87 | 433 | 10-1-86 |
| Henry Redding | SWD | 8-18-85 | SE¼ of SE¼ SW¼ of SE¼ SE¼ of SW¼ | 1 | 1S | 4E | 120 | 300.00 | 149 | 199 | 12-11-90 |
| Stephen Barnes | SWD | 9-2-85 | NW¼ of SW¼ | 13 | 1S | 3E | 40 | 100.00 | 128 | 350 | 11-29-89 |
| Joseph Ellis | SWD | 9-2-85 | NW¼ of NE¼ | 5 | 1S | 5E | 33.78 | 84.45 | 193 | 406 | 4-7-93 |
| Thos. L. Evans | SWD | 9-15-85 | N½ of NE¼ | 3 | 1S | 4E | 76.96 | 192.40 | 84 | 243 | 3-16-86 |
| Mrs. A. D. Rigdon | SWD | 9-23-85 | NW¼ | 21 | 1S | 5E | 160 | 532.00 | 84 | 439 | 4-13-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thos. L. Evans | SWD | 9-15-85 | N½ of NE¼ | | | | | | | | |
| Mrs. A. D. Risdon | SWD | 9-23-85 | NW¼ | 21 | 1S | 5E | 160 | 532.00 | 84 | 439 | 4-13-86 |

*al.*

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. C. A. Avery | SWD | 9-23-85 | SE¼ of NE¼<br>Lot 4 | 29 | 1S | 2E | 74.30 | 185.75 | 113 | 410 | 5-10-89 |
| Gustav F. Cramer | SWD | 9-23-85 | Lots 1, 2, 3<br>SW¼ of SE¼<br>N½ of SE¼<br>S½ of SW¼<br>NE¼ of SW¼ | 23 | 1S | 2E | 292.21 | 761.67 | 86 | 406 | 7-3-86 |
| Mrs. Anne Hood | SWD | 2-2-86 | N½ of NE¼<br>SW¼ of NE¼ | 23 | 2N | 2W | 120 | 240.00 | 103 | 323 | 6-14-88 |
| Wm. Butler | SWD | 8-10-86 | NW¼ of NE¼ | 23 | 1S | 5E | 40 | 160.00 | 224 | 205 | 9-6-86 |
| S. G. Reed | SWD | 9-14-86 | NE¼ of SE¼ | 19 | 2N | 1W | 40 | 100.00 | 89 | 384 | 1-8-87 |
| S. G. Reed | SWD | 9-14-86 | S½ of SE¼ | 19 | 2N | 1W | 80 | 200.00 | 90 | 150 | 1-8-87 |
| Albert Fehrenback | SWD | | SW¼ of SW¼ | 33 | 3N | 2W | 40 | 80.00 | 89 | 120 | 10-27-86 |

*vs. The United States*

5885

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thomas J. Clark | SWD | 1-15-87 | Lots 1, 2, 3 | 19 | 1S | 5E | 119.23 | 298.08 | 94 | 204 | 6-28-87 |
| Sylvester E. Evans | SWD | 3-9-87 | NE¼ of NW¼ | 1 | 1S | 4E | 39.06 | 100.00 | 98 | 179 | 11-5-87 |
| James Barry | SWD | 4-8-87 | NE¼ of SE¼ | 25 | 2N | 2W | 40 | 100.00 | 125 | 48 | 8-13-89 |
| Christian Rasmussen | SWD | 4-8-87 | SE¼ of NE¼ | 5 | 1S | 5E | 40 | 100.00 | 155 | 338 | 4-8-91 |
| Sylvester E. Evans | SWD | 3-9-87 | NW¼ of NE¼ | 1 | 1S | 4E | 39.44 | 98.60 | 98 | 175 | 11-5-87 |
| J. A. Mather | SWD | 6-7-87 | E½ of SW¼ | 5 | 1N | 1W | 80 | 200.00 | 98 | 191 | 11-5-87 |
| M. Rickert | SWD | 7-13-87 | NE¼ of NE¼ | 11 | 1S | 4E | 40 | 140.00 | 95 | 212 | 8-20-87 |
| Nels Paulsen | SWD | 8-22-87 | NW¼ of NE¼ | 9 | 1S | 5E | 40 | 100.00 | 159 | 329 | 5-15-91 |
| Peter Paulsen | SWD | 9-20-87 | NE¼ of NW¼ | 9 | 1S | 5E | 40 | 100.00 | 98 | 427 | 12-19-87 |
| J. Vestal Joy | SWD | 10-5-87 | NW¼ofNW¼ | 25 | 3N | 2W | 40 | 100.00 | 166 | 121 | 9-30-91 |
| John Miller | SWD | 10-5-87 | NW¼ofNW¼ | 25 | 2N | 2W | 80 | 160.00 | 97 | 367 | 11-28-87 |
| | | | SE¼ of NE¼ | 23 | 2N | 2W | | | | | |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Barry | Deed | 2-28-90 | SW¼ of NE¼ 25<br>NW¼ of SE¼ 25 | | 2N | 2W<br>2W | 80 | 200.00 | 162 | 131 | 9-9-91 |
| M. G. Griffin | Deed | 12-20-90 | S½ of NE¼ 29<br>NW¼ of NE¼<br>NW¼ of S½;<br>SE¼ of SW¼ 25<br>SW¼ of NW¼<br>W½ of SW¼ | | 2N<br>3N | 1W<br>2W | 760 | 3040.00 | 148 | 457 | 12-23-90 |
| John M. Roberts | Deed | 2-28-91 | E½ of NW¼ | 23 | 2N | 2W | 80 | 160.00 | 156 | 33 | 3-20-91 |
| A. Walter Scott | Deed | 2-28-91 | S½ of SE¼ | 21 | 1S | 3E | 80 | 200.00 | 153 | 306 | 3-24-91 |
| J. E. Morgan | Deed | 2-28-91 | Lot 1 | 19 | 2N | 1W | 39.80 | 100.00 | 155 | 251 | 3-25-91 |
| Percy Giese | QCD | 2-28-91 | Lots 3, 4, 5 | 17 | 1S | 3E | 21.45 | 254.70 | 155 | 381 | 4-17-91 |
| Z. B. & A. S. Nichols | Deed | 2-28-91 | SE¼ of SE¼ | 19 | 1S | 5E | 40 | 160.00 | 155 | 398 | 4-20-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Z. B. & A. S. Nichols | Deed | 2-28-91 | SW¼ of SE¼ | 19 | 1S | 5E | 40 | 160.00 | 157 | 205 | 4-20-91 |
| G. A. Stanton & Julia A. Stanton | Deed | 2-28-91 | NE¼ of SE¼ | 29 | 1S | 3E | 40 | 110.00 | 157 | 254 | 4-25-91 |
| Patrick Kenny | Deed | 2-28-91 | SW¼ of NW¼ | 15 | 1S | 4E | 40 | 140.00 | 157 | 330 | 5-4-91 |
| Frederick Ohse | Deed | 2-28-91 | NE¼ of NE¼ | 21 | 1S | 3E | 40 | 100.00 | 159 | 230 | 5-4-91 |
| Jesse Reed | Deed | 2-28-91 | NE¼ of NE¼ | 31 | 2N | 1W | 40 | 100.00 | 175 | 390 | 5-6-92 |
| Thomas M. Hurlburt | Deed | 2-28-91 | SW¼ | 3 | 1S | 4E | 160 | 400.00 | 159 | 309 | 5-13-91 |
| David B. Thomas | Deed | 2-28-91 | S½ of SW¼ NE¼ of SW¼ | 19 | 1S | 5E | 119.85 | 600.00 | 160 | 236 | 6-19-91 |
| Andrew B. Gibbs | Deed | 2-28-91 | NW¼ of SE¼ NE¼ of SW¼ & Lot 2 | 21 | 1S | 3E | 102.40 | 267.20 | 156 | 360 | 6-26-91 |
| C. C. Miller | Deed | 2-28-91 | E½ of SW¼ | 33 | 2N | 1W | 80 | 200.00 | 161 | 243 | 7-2-91 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Ezekiel Beers | Deed | 2-28-91 | S½ of SW¼ | 23 | 1S | 3E | 80 | 240.00 | 161 | 395 | 8-4-91 |
| George Rendall | Deed | 2-28-91 | E½ of SW¼ | 19 | 2N | 1W | 80 | 200.00 | 164 | 351 | 9-9-91 |
| Nathan Pearcy | SWD | 7-21-85 | Lot 1 | 13 | 2N | 1W | 3.81 | 15.00 | 330 | 9 | 10-26-04 |
| | | | Lot 9 | 23 | | | | | | | |
| Martha E. Prettyman | Deed | 5-1-91 | S½ of NW¼ | 3 | 1S | 4E | 80 | 200.00 | 333 | 129 | 1-20-05 |
| H. C. Leonard | QCD | 5-2-92 | Lot 5 | 35 | 1S | 1E | 3.87 | 1354.50 | 334 | 451 | 4-14-05 |
| Joseph Ellis | Deed | 10-15-94 | Lot 3 | 5 | 1S | 5E | 34 | 136.00 | 297 | 265 | 10-2-02 |
| A. E. Borthwick | Deed | 8-3-91 | SE¼ of NW¼ | 15 | 1S | 4E | 40 | 110.00 | 168 | 117 | 10-30-91 |
| Geo. B. Johnson | Deed | 9-30-91 | S½ of NE¼ | 5 | 2N | 2W | 80 | 200.00 | 169 | 25 | 10-19-91 |
| Georgia A. Barton | Deed | 9-30-91 | S½ of NE¼ | 7 | 1S | 5E | 80 | 200.00 | 167 | 366 | 12-5-91 |
| Wm. H. Miller | Deed | 9-30-91 | NW¼ of SE¼ NE¼ of SW¼ | 7 | 1S | 5E | 80 | 200.00 | 170 | 114 | 12-6-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. J. Pederson | Deed | 9-30-91 | W½ of SW¼ | 15 | 2N | 2W | 80 | 240.00 | 171 | 228 | 1-22-92 |
| A. Munson | Deed | 2-28-91 | N½ of SW¼ | 25 | 2N | 2W | 80 | 200.00 | 173 | 380 | 3-14-92 |
| Thomas James | Deed | 2-28-91 | NW¼ of NE¼ | 7 | 1S | 5E | 40 | 100.00 | 174 | 473 | 3-31-92 |
| Thomas James | Deed | 2-28-91 | NE¼ of NE¼ | 7 | 1S | 5E | 40 | 100.00 | 175 | 79 | 3-31-92 |
| Milo C. Moore et al., Exe'rs Dorsey S. Baker | Deed | 2-28-91 | Lot 2 NW¼ of SE¼ | 19 | 2N | 1W | 79.90 | 200.00 | 184 | 51 | 8-6-92 |
| L. F. Floss | Deed | 2-28-91 | SE¼ of SW¼ | 5 | 1S | 5E | 40 | 190.00 | 184 | 307 | 9-21-92 |
| Louisa Walder & Hermina Walder | Deed | 2-28-91 | SE¼ of SE¼ | 9 | 1S | 2E | 40 | 200.00 | 182 | 352 | 9-26-92 |
| Robert Carr | Deed | 2-28-91 | NW¼ of SW¼ | 19 | 2N | 1W | 41.43 | 103.55 | 193 | 48 | 2-27-93 |
| Robert Carr | Deed | 2-28-91 | SW¼ of SW¼ | 19 | 2N | 1W | 41.60 | 104.00 | 194 | 46 | 2-27-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robert Carr | Deed | 8-3-91 | W½ of NW¼ | 19 | 2N | 1W | 82.33 | 205.82 | 195 | 4 | 2-27-93 |
| Gilbert M. Gould | Deed | 2-28-91 | SE¼ of SE¼ | 15 | 1S | 5E | 40 | 160.00 | 244 | 158 | 10-13-93 |
| A. W. Lambert | Deed | 2-28-91 | SW¼ of SW¼ | 5 | 1S | 5E | 40 | 100.00 | 207 | 315 | 1-3-94 |
| Andreas Plugmacher | Deed | 2-28-91 | Lot 3 & NE¼ of SE¼ | 9 | 1N | 1W | 52.40 | 131.00 | 216 | 299 | 10-4-94 |
| Charles Bates | Deed | 2-28-91 | W½ of NW¼ | 1 | 1S | 4E | 78.69 | 200.00 | 226 | 394 | 9-23-95 |
| Thomas London | Deed | 2-28-91 | NW¼ of SW¼ | 1 | 1S | 4E | 40 | 140.00 | 262 | 437 | 12-4-99 |
| John P. Watson | SWD | 3-14-92 | SW¼ of NE¼ SE¼ of NW¼ NE¼ of SW¼ N½ of SE¼ | 1 | 1S | 4E | 200 | 900.00 | 178 | 248 | 5-3-92 |
| Otto Hartman | QC | 3-14-92 | NW¼ of NE¼ NE¼ of NW¼ | 25 | 2N | 2W | 80 | 400.00 | 178 | 259 | 5-4-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| F. A. Richey | SWD | 3-14-92 | Lots 7, 8 | 19 | 1S | 3E | 8.14 | 60.00 | 175 | 449 | 5-13-92 |
| H. F. Seip | SWD | 3-14-92 | NE¼ of NE¼ | 13 | 1S | 4E | 40 | 140.00 | 180 | 237 | 6-17-92 |
| The City of Portland | QC | 3-14-92 | NW¼ of SW¼<br>SW¼ of SE¼ | 23 | 1S | 4E | 160 | 760.00 | 179 | 203 | 7-26-92 |
| | | | N½ of SW¼ | 5 | 2S | 5E | | | | | |
| Eliza Loller | Deed | 4-18-92 | Lots 4, 5 | 3 | 1N | 1W | 48.11 | 120.28 | 175 | 298 | 4-25-92 |
| Margarette Pauly | Deed | 4-18-92 | NW¼ of NE¼ | 31 | 2N | 1W | 40 | 100.00 | 177 | 353 | 6-11-92 |
| Wm. B. Murray | Deed | 6-20-92 | SE¼ | 15 | 1S | 4E | 160 | 300.00 | 181 | 238 | 7-5-92 |
| Annie Myers | Deed | 9-5-92 | S½ of SE¼ | 25 | 2N | 2W | 80 | 200.00 | 187 | 476 | 12-3-92 |
| Henry Weinhard | Deed | 2-24-93 | SW¼ | 13 | 2N | 2W | 160 | 640.00 | 194 | 286 | 3-21-93 |
| Margaret C. Paget | Deed | 2-24-93 | SE¼ of SE¼<br>S½ of NE¼<br>N½ of SE¼ | 31 | 2N | 1W | 200 | 800.00 | 196 | 300 | 4-27-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Johanna Anderson | Deed | 5-8-93 | NE¼ of SW¼ | 15 | 2N | 2W | 40 | 120.00 | 192 | 324 | 5-15-93 |
| Jonathan Bourne, Jr. | Deed | 5-8-93 | W½ of NE¼ | 11 | 2N | 2W | 560 | 2240.00 | 197 | 42 | 5-17-93 |
| Jonathan Bourne, Jr. | Cont | | SE¼ of NE¼<br>W½ of SE¼<br>SE¼ of SE¼<br>W½ | 11 | 2N | 2W | | | | | |
| Armin C. Wihlan | Deed | 5-8-93 | NE¼ | 17 | 1S | 4E | 160 | 560.00 | 216 | 335 | 10-9-94 |
| The City of Portland | Deed | 7-3-93 | Sundry lands in Secs. 23, 27, 31 | | | | 2234.70 | 4579.40 | 245 | 438 | 12-31-97 |
| | | | 33, | | 1S | 5E | | | | | |
| | | | Secs. 19, | | 1S | 6E | | | | | |
| | | | Secs. 5 | | 2S | 5E | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| The City of Portland | Deed | 7-3-93 | S½ of NE¼ | 25 | 1S | 5E | 955.52 | 1958.82 | 246 | 468 | 12-31-97 |
| | | | S½ | | | | | | | | |
| | | | N½ of NE¼ | 35 | | | | | | | |
| | | | S½ | 19 | 1S | 6E | | | | | |
| A. K. Burt | Deed | 11-14-93 | SW¼ of SW¼ | 23 | 1S | 4E | 40 | 120.00 | 214 | 8 | 6-12-94 |
| Mrs. Susan C. Butler | Deed | 11-14-93 | N½ of SW¼ | 15 | 1S | 5E | 120 | 480.00 | 208 | 249 | 2-3-94 |
| | | | SE¼ of SW¼ | | | | | | | | |
| W. L. Burt | Deed | 11-14-93 | SE¼ of SW¼ | 23 | 1S | 4E | 40 | 120.00 | 210 | 447 | 6-12-94 |
| Gilbert M. Gould | Deed | 11-14-93 | SW¼ of SE¼ | 15 | 1S | 5E | 40 | 160.00 | 243 | 289 | 6-28-97 |
| George Williams | Deed | 10-15-94 | SW¼ of SW¼ | 11 | 1S | 4E | 40 | 140.00 | 217 | 280 | 10-29-94 |
| Mrs. L. E. Sumner Kline | QC | 2-4-95 | SE¼ of SW¼ | 21 | 1S | 3E | 40 | 220.00 | 240 | 477 | 5-6-97 |
| Joseph Ellis | Deed | 2-4-95 | NW¼ of NW¼ | 5 | 1S | 5E | 34.22 | 136.88 | 293 | 389 | 10-2-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Geo. L. Parrish | QC | 5-6-95 | S½ of NE¼ | 3 | 2N | 2W | 80 | 640.00 | 240 | 461 | 5-4-97 |
| Joshua Kauffman | Deed | 11-5-95 | NE¼ of NE¼ | 15 | 1S | 4E | 40 | 140.00 | 231 | 430 | 3-17-96 |
| Jacob A. Reid | QC | 5-11-96 | SE¼ of NE¼ E½ of SE¼ | 17 | 1S | 5E | 120 | 600.00 | 243 | 91 | 5-26-97 |
| James Barry | Deed | 11-9-96 | NW¼ of NW¼ | 31 | 2N | 1W | 42.06 | 105.15 | 236 | 112 | 12-8-96 |
| Robert J. Fisher & John Bain | QC | 4-11-98 | NW¼ | 17 | 1S | 5E | 160 | 800.00 | 251 | 102 | 6-28-98 |
| Frank Morgan | QC | 6-6-98 | SE¼ of NW¼ | 25 | 2N | 2W | 40 | 140.00 | 254 | 185 | 12-3-98 |
| Samuel O. West | QC | 6-6-98 | SW¼ of NW¼ | 25 | 2N | 2W | 40 | 140.00 | 253 | 211 | 12-3-98 |
| Emil G. Schonwasser | QC | 8-29-98 | SE¼ of NE¼ | 13 | 1S | 4E | 40 | 120.00 | 252 | 204 | 9-30-98 |
| W. T. Stephens | QC | 8-29-98 | NW¼ of NW¼ | 15 | 1S | 4E | 40 | 200.00 | 254 | 322 | 12-27-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Charles F. Adams | Deed | 4-3-99 | SW¼ of NE¼ | 11 | 1S | 4E | 320 | 1010.00 | 268 | 365 | 8-31-00 |
| | | | SE¼ of NW¼ | | | | | | | | |
| | | | W½ of SE¼ | | | | | | | | |
| | | | SE¼ of SE¼ | | | | | | | | |
| | | | NW¼ of NE¼ | 13 | | | | | | | |
| | | | N½ of NW¼ | | | | | | | | |
| George Barnes & Orin Able | QC | 5-1-99 | NW¼ of NW¼ | 15 | 2N | 2W | 40 | 180.00 | 264 | 460 | 4-17-00 |
| W. J. Patton | QC | 11-27-99 | E½ of NW¼ | 3 | 2N | 2W | 82.24 | 493.44 | 263 | 356 | 2-17-00 |
| Charles F. Adams, Trustee | QC | 3-19-00 | N½ of NE¼ | 23 | 1S | 4E | 80 | 400.00 | 269 | 171 | 8-31-00 |
| John A. Hurlburt | Deed | 3-19-00 | SE¼ of NE¼ | 11 | 1S | 4E | 40 | 160.00 | 288 | 476 | 3-24-02 |
| Caroline Fischer | QC | 9-3-00 | SW¼ of SW¼ | 21 | 1S | 3E | 40 | 480.00 | 268 | 461 | 9-14-00 |
| Joseph Ellis | QC | 2-18-01 | SW¼ of NE¼ | 5 | 1S | 5E | 40 | 200.00 | 297 | 263 | 10-2-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mollie L. Stokes | Deed | 10-21-01 | NE¼ | 21 | 1S | 5E | 160 | 560.00 | 283 | 377 | 11-6-01 |
| Robert T. Graham | QC | 12-17-00 | N½ of SW¼<br>SW¼ of SW¼ | 17 | 1S | 5E | 120 | 600.00 | 274 | 148 | 2-18-01 |
| John H. Woodward & Charles H. Woodward | Deed | 2-28-91 | S½ of SE¼ | 33 | 2N | 1W | 80 | 200.00 | 155 | 182 | 3-12-91 |
| Joseph Ellis | QC | 10-21-01 | NE¼ of NE¼ | 5 | 1S | 5E | 33.56 | 167.80 | 296 | 258 | 10-2-02 |
| J. G. McElroy | QC | 6-3-02 | W½ of NE¼<br>E½ of NW¼<br>NW¼ of NW¼ | 9 | 2S | 5E | 200 | 900.00 | 298 | 431 | 10-28-02 |
| L. F. Hudson | QC | 10-6-02 | N½ of SW¼ | 3 | 2N | 2W | 80 | 560.00 | 303 | 360 | 7-29-03 |
| L. F. Hudson | QC | 10-6-02 | S½ of SW¼ | 3 | 2N | 2W | 80 | 560.00 | 311 | 8 | 7-21-03 |
| A. C. Wihlon | QC | 3-2-03 | N½ of SE¼ | 19 | 1S | 5E | 80 | 480.00 | 303 | 65 | 3-11-03 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mary E. Squire | QC | 3-2-03 | SW¼ of NW¼ NW¼ of SW¼ | 13 | 1S | 4E | 80 | 240.00 | 303 | 380 | 8-3-03 |
| Andrew Smith | QC | 6-8-03 | (N½ of SE¼ (SW¼ of SE¼ | 3 | 2N | 2W | 120 | 780.00 | 310 | 33 | 7-29-03 |
| Theodor Johannsen | QC | 8-3-03 | E½ of NE¼ | 19 | 1S | 5E | 80 | 400.00 | 332 | 318 | 2-20-05 |
| Eppie Andrews | QC | 3-7-04 | Lot 1 | 5 | 1S | 3E | 5.43 | 54.30 | 327 | 112 | 9-13-04 |
| Security Savings & Trust Co | Deed | 10-3-04 | S½ of SE¼ | 14 | 1S | 4E | 80 | 320.00 | 334 | 323 | 2-22-05 |
| Mrs. H. B. Johnson | QC | 1-9-05 | SW¼ of NW¼ | 11 | 1S | 4E | 40 | 116.75 | 336 | 412 | 6-3-05 |
| Chas. J. Tidcombe | Deed | 11-14-93 | N½ of NE¼ | 27 | 3N | 2W | 80 | 200.00 | 375 | 409 | 12-4-06 |
| Flora Fuson Cook | Deed | 11-14-93 | SW¼ of SW¼ | 15 | 1S | 5E | 40 | 160.00 | 367 | 214 | 8-9-06 |
| Martin Albrecht | Deed | 2-28-91 | SE¼ | 7 | 3N | 2W | 160 | 640.00 | 156 | 127 | 4-18-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| T. S. Hensley | QC | 12-26-99 | NW¼ of NE¼ | 35 | 9S | 3E | 40 | 180.00 | 264 | 208 | 1-8-00 |
| G. H. Erway | Deed | 2-28-91 | NE¼ of NE¼ | 5 | 2N | 2W | 42.81 | 85.62 | 159 | 36 | 4-8-91 |
| The European & Oregon Land Co. | Deed | 3-20-71 | All property owned by Grantors | | | | | | N | 223 | 4-4-71 |
| Jared L. Rathbone | QC | 7-31-74 | Sundry lands in | | | | 766.54 | 2138.23 | Z | 40 | 10-13-74 |
| | | | Secs. 11, 15 | | 1S | 2E | | | | | |
| | | | Secs. 5, 7 | | 1S | 3E | | | | | |
| | | | Secs. 13, | | 3S | 3E | | | | | |
| | | | Secs. 1, | | 3S | 4E | | | | | |
| | | | Secs. 3, 7, | | 2S | 1W | | | | | |
| | | | Secs. 17, 33, | | 1S | 2W | | | | | |
| | | | Secs 1, | | 2S | 3W | | | | | |
| William C. Ralston | QC | 7-31-74 | Sundry lands in | | | | 855.69 | 1069.69 | Z | 42 | 10-13-74 |
| | | | Sec. 29 | | 2S | 1E | | | | | |
| | | | Sec. 5 | | 3S | 1E | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Sec. | 1 | 3S | 2E | | | | | |
| | | | Secs. 13, 25 | | 2S | 3E | | | | | |
| | | | Secs. 5, 13, 17 | | 3S | 3E | | | | | |
| | | | Sec. 1 | | 4S | 3E | | | | | |
| | | | Secs. 1, 11 | | 3S | 4E | | | | | |
| | | | Sec. 7 | | 1S | 4E | | | | | |
| A. C. Fairchild | Deed | 9-9-75 | W½ of NW¼ | 15 | 1S | 3E | 80 | 140.00 | 28 | 198 | 11-19-75 |
| W. H. Buchanan | Deed | 2-16-76 | N½ of NW¼ | 11 | 1S | 4E | 80 | 180.00 | 29 | 20 | 3-8-75 |
| Olof Nilsen | Deed | 2-16-76 | N½ of NW¼ | 3 | 1S | 4E | 77.92 | 175.40 | 29 | 438 | 8-4-76 |
| Joseph Heiny | Deed | 1-19-78 | Lot 1 | 17 | 1S | 3E | 2.95 | 10.00 | 36 | 31 | 3-29-79 |
| B. F. Goodman | Deed | 1-19-78 | NE¼ of NE¼ | 17 | 1S | 2E | 40 | 160.00 | 33 | 59 | 2-7-78 |
| Joseph Heiny | Deed | 1-19-78 | Lot 2 | 17 | 1S | 3E | 3.25 | 10.00 | 36 | 32 | 3-29-79 |
| Bridal Veil Lbr. Co. | Cont | 12-3-89 | All | 5 | 1S | 6E | 664.20 | 9963.00 | 4Mscl | 52 | 12-13-89 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| M. G. Griffin | Cont | 6-9-90 | S½ & NW¼ of NE¼; NW¼ & S½ SW¼ of NW¼; W½ & SE¼ of SW¼ | 29 25 | 2N 3N | 1W 2W | 760 | 3040.00 | 139 | 213 | 6-10-90 |
| Ned Paulson | Cont | 7-11-87 | NW¼ of NE¼ | 9 | 1S | 5E | 40 | 100.00 | 4Mscl | 425 | 9-30-90 |
| William R. Stokes | Cont | 10-11-84 | NE¼ | 21 | 1S | 5E | 160 | 560.00 | 3Mscl | 321 | No date |
| Sadie A. Mulliken & Dr. A. D. Risdon | Cont | 10-11-84 | NW¼ | 21 | 1S | 5E | 160 | 532.00 | 3Mscl | 319 | 5-18-85 |
| Percy Giese | Cont | 9-11-89 | Lots 3, 4 & 5 | 17 | 1S | 3E | 21.45 | 254.70 | 4Mscl | 461 | 11-8-90 |
| Andreas Pflugmacher | Cont | 5-24-88 | NE¼ of SE¼ Lot 3 | 9 | 1N | 1W | 52.40 | 131.00 | 4Mscl | 582 | 3-17-91 |
| Frank Kiernan | Cont | 1-26-93 | SW¼ of NW¼ NE¼ of SW¼ | 23 | 1S | 4E | | | | | |
| | | | &NE¼ofNE¼ | 25 | 1S | 4E | 120 | 600.00 | 6Mscl | 53 | 4-28-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Poole | Cont | 2-14-93 | W½ of SE¼ | | | | | | | | |
| | | | SE¼ of SW¼ | 15 | 2N | 2W | 120 | 360.00 | 4Mscl | 389 | 8-28-90 |
| Thos. O. Regan | Cont | 6-10-91 | SW¼ of SW¼ | 1 | 1S | 4E | 40 | 240.00 | 5Mscl | 288 | 5-28-92 |
| C. A. Himple | Cont | 3-24-83 | All | 1 | 1S | 5E | | | | | |
| | | | All | 11 | 1S | 5E | | | | | |
| | | | All 5, 7 & 9 | | 1S | 6E | 3216.59 | 12866.36 | 247 | 72 | 1-12-98 |
| A. L. Parkhurst | Cont | 7-16-91 | SW¼ of SE¼ | 15 | 2N | 2W | 40 | 600.00 | 362 | 375 | 7-21-06 |
| A. L. Parkhurst | Cont | 8-3-91 | NW¼ of SE¼ | 15 | 2N | 2W | 40 | 600.00 | 367 | 170 | 7-21-06 |
| A. L. Parkhurst | Cont | 7-16-91 | SE¼ of SE¼ | 15 | 2N | 2W | 40 | 600.00 | 367 | 167 | 7-21-06 |
| A. L. Parkhurst | Cont | 7-16-91 | NE¼ of SE¼ | 15 | 2N | 2W | 40 | 600.00 | 368 | 60 | 7-21-06 |
| James Poole | Cont | 12-23-82 | E½ of SE¼ | 15 | 2N | 2W | 80 | 220.00 | 4Mscl | 385 | 8-28-90 |

| Grantee | Instrument | Date | Description | Will S. | Mer. T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|

State of Oregon )
County of Multnomah )ss.

I hereby certify that the foregoing six sheets correctly show the Record Book and Page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 27th, 1912.

F. S. FIELDS,
County Recorder of Multnomah County, Oregon,

(Seal.)

## TILLAMOOK COUNTY, OREGON.

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Tillamook County, Oregon, prior to February 1, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will S. | Mer. T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Olean Land Co. | QC | 9-23-01 | Sundry lands in Sec. 5, 7, 9, 15, 17, Sec. 1, 11, 13, 15 | 1S | 7W<br>8W | | 2431.55 | 19452.50 | W | 352 | 11-13-01 |
| Olean Land Co. | QC | 9-23-01 | NW¼ of SE¼<br>Lots 4, 13, 14 & 19<br>SW¼ of NW¼<br>S½ of SW¼ | 7<br>1<br>11 | 1S | 7W | 423.61 | 1059.00 | W | 356 | 11-13-01 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | E½ of NE¼<br>NE¼ of SE¼ | 15 | 1S | 8W | | | | | |
| David Martiny | QC | 12-2-01 | N½ of SE¼ | 1 | 3S | 8W | 80 | 190.00 | W | 583 | 1-18-02 |
| Nelson P. Wheeler | QC | 7-7-02 | Lots 1, 2, 3<br>NE¼ of SW¼ | 31 | 1S | 7W | 130.86 | 435.10 | Z | 183 | 1-31-02 |
| David Martiny | QC | 5-9-04 | N½ | 1 | 3S | 8W | 321.99 | 804.97 | I | 406 | 9-27-04 |
| James H. Woods | Ctf | 4-18-02 | N½ of SE¼ | 21 | 3S | 8W | 80 | 228.00 | X | 277 | 5-6-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|

State of Oregon )
County of Tillamook )ss.

I, J. C. Holden, County Clerk and ex-officio Recorder of Conveyances of Tillamook County, Oregon, do hereby certify that the foregoing sheet correctly shows the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and official seal this the 20th day of August, A. D. 1912.

J. C. HOLDEN,

(Seal.) County Clerk and Ex-Officio Recorder of Conveyances, Tillamook County, Oregon.

## YAMHILL COUNTY, OREGON,

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Yamhill County, Oregon, prior to November 19, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John T. Lady | Deed | 11-27-72 | Lot 2 | 29 | 5S | 6W | 16.30 | 58-68 | L | 581 | 1-7-93 |
| John J. Calhoun | Deed | 12-16-72 | Lot 2 | 1 | 4S | 5W | 24.10 | 60.25 | L | 609 | 2-8-73 |
| James F. Bewley | Deed | 11-27-72 | SW¼ of SE¼ | 9 | 5S | 6W | 40 | 90.00 | L | 622 | 2-18-73 |
| Erastus Downing | Deed | 11-27-72 | Lot 3 & 4 | 1 | 5S | 6W | 39.84 | 125.50 | L | 742 | 4-5-73 |
| Simeon G. Reed | Deed | 11-27-72 | Lot 3 & 4 | 25 | 5S | 4W | 2.68 | 30.15 | L | 726 | 4-1-73 |
| John Dowling | Deed | 11-27-72 | Lot 6 | 15 | 4S | 5W | 31 | 77.50 | M | 47 | 5-22-73 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Job J. Carey | Deed | 11-27-72 | Lot 1 | 25 | 3S | 4W | 6.96 | 52.84 | M | 146 | 7-8-73 |
| Daniel B. Putman | Deed | 11-27-72 | Lot 1 | 9 | 5S | 4W | 12.13 | 109.17 | M | 379 | 11-20-73 |
| Albert L. Alderman | Deed | 11-27-72 | Lot 8 | 3 | 5S | 3W | 10.78 | 33.96 | M | 409 | 12-8-73 |
| William C. Ralston | Deed | 7-31-74 | W½ of SW¼ | 1 | 2S | 3W | 1012.49 | 5132.07 | N | 301 | 8-29-74 |
| | | | NE¼ of SE¼ | 3 | | | | | | | |
| | | | NW¼ of SW¼ | 11 | | | | | | | |
| | | | Lot 5 | 21 | | | | | | | |
| | | | NW¼ of SE¼ & Land in Wash. Co. | 23 | | | | | | | |
| Robert J. Lancefield | Deed | 11-27-72 | Lot 1 | 19 | 5S | 4W | 11.92 | 85.83 | O | 651 | 1-10-76 |
| William Campbell | Deed | 11-27-72 | SW¼ of NW¼ | 11 | 4S | 5W | 40 | 90.00 | P | 73 | 3-6-76 |
| Daniel Johnson | Deed | 11-26-74 | Lot 1 & 3 | 1 | 4S | 4W | 20.34 | 164.76 | O | 151 | 4-3-75 |
| Sidney H. Marsh | Deed | 11-26-74 | Lot 10 & 11 | 29 | 3S | 2W | 14.40 | 38.50 | O | 281 | 7-9-75 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Job J. Carey | Deed | 11-26-74 | Lot 2 | 25 | 3S | 4W | 6.96 | 5.68 | O | 344 | 8-27-75 |
| Richard C. Hull | Deed | 11-26-74 | SW¼ of NE¼ | 5 | 3S | 2W | 40 | 144.00 | O | 467 | 11-2-75 |
| A. R. Burbank | Deed | 2-16-76 | Lot 2 | 7 | 4S | 3W | 0.42 | 5.00 | P | 67 | 3-4-76 |
| Martin Miller | Deed | 2-16-76 | Lot 6 | 3 | 4S | 3W | 20.05 | 100.25 | P | 223 | 5-13-76 |
| William Douglas | Deed | 2-16-76 | Lot 1 | 13 | 2S | 4W | 50.70 | 202.80 | P | 381 | 9-12-76 |
| John D. Dudley | Deed | 2-16-76 | Lot 1 | 13 | 3S | 5W | 32.40 | 204.20 | Q | 13 | 11-23-76 |
| John McMaugh | Deed | 8-17-76 | W½ of NW¼ | 23 | 2S | 3W | 80 | 108.00 | Q | 67 | 1-6-77 |
| Darling Smith | Deed | 11-27-72 | W½ of SW¼ NE¼ of NE¼ | 5 | 2S | 4W | 19.48 | 250.60 | Q | 90 | 1-26-77 |
| Lewis C. Forrest | Deed | 8-1-76 | Lots 1, 2, 5, 6, 7 & 8 | 15 | 5S | 3W | 125.05 | 437.66 | Q | 253 | 6-22-77 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B. Hill & Andrew C. Evans | Deed | 9-9-75 | Lots 10 & 11 | 35 | 4S | 3W | 10.05 | 33.15 | Q | 489 | 12-17-77 |
| John Perry | Deed | 1-19-78 | SW¼ | 11 | 3S | 5W | 160 | 510.00 | R | 82 | 2-26-78 |
| J. W. Lambert | Deed | 1-19-78 | Lots 2 & 3 | 3 | 5S | 3W | 15.22 | 83.71 | R | 104 | 3-16-78 |
| J. W. Lambert | Deed | 1-19-78 | NW¼ of SW¼ & Lot 5 | 1 | 5S | 3W | 74.28 | 241.41 | R | 105 | 3-16-78 |
| J. L. Castle | Deed | 1-19-78 | Lots 1, 2, 3, 4 & 5 | 5 | 3S | 4W | 48.59 | 150.00 | R | 106 | 3-16-78 |
| William N. Cooper | Deed | 1-19-78 | Lot 1 | 19 | 5S | 3W | 10.05 | 50.25 | R | 123 | 3-27-78 |
| Mrs. Anna Maria McDonald | Deed | 1-19-78 | SE¼ of NE¼ & Lots 4 & 5 | 7 | 5S | 5W | 44 | 140.00 | R | 140 | 4-8-78 |
| David L. Matheney | Deed | 1-19-78 | Lot 6 | 27 | 5S | 3W | 29.24 | 79.00 | R | 167 | 5-3-78 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| William T. Hash | Deed | 1-19-78 | Lot 5 | 27 | 3S | 2W | 20.96 | 104.80 | R | 198 | 6-1-78 |
| Lester Potter | Deed | 1-19-78 | Lots 5, 6, 7, 8, 9 & 10 | 1 | 5S | 6W | 181.46 | 433.77 | R | 220 | 6-17-78 |
| | | | Lot 1 | 11 | | | | | | | |
| Nathan Westfall | Deed | 1-19-78 | Lot 1 | 7 | 3S | 2W | 1.91 | 4.00 | R | 279 | 7-17-78 |
| Job J. Carey | Deed | 2-16-76 | Lot 3 | 25 | 3S | 4W | 6.96 | 37.60 | R | 342 | 9-14-78 |
| Mrs. Elizabeth O. Stout | Deed | 1-19-78 | Lot 4 | 3 | 4S | 3W | 25.36 | 63.40 | R | 500 | 12-28-78 |
| David C. James | Deed | 11-26-74 | NE¼ of NE¼ | 11 | 5S | 7W | 40 | 100.00 | S | 242 | 7-8-79 |
| Otto Johnson | Deed | 5-24-79 | W½ of SW¼ | 35 | 2S | 5W | 80 | 250.00 | S | 258 | 7-21-79 |
| Timothy S. Patty | Deed | 5-24-79 | Lots 1, 2, 3, 4 | 7 | 5S | 6W | 72.40 | 114.87 | S | 261 | 7-21-79 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S. Potter | Deed | 5-24-79 | NW¼ of NW¼ E½ of SW¼ & Lots 1 & 2 | 3 | 5S | 6W | 189.83 | 400.00 | S | 311 | 8-21-79 |
| John Dickey | Deed | 1-19-78 | SE¼ of SE¼ | 11 | 5S | 7W | 40 | 120.00 | S | 529 | 1-6-80 |
| School Dist. No. 32, Yamhill Co. Oregon | Deed | 1-19-78 | Lot 1 & 2 | 21 | 3S | 2W | 7.67 | 21.00 | T | 85 | 3-24-80 |
| Joseph Williams | Deed | 1-19-78 | SE¼ of SW¼ | 9 | 2S | 4W | 40 | 90.00 | T | 217 | 6-16-80 |
| Huston B. Johnson | Deed | 1-19-78 | Lots 3, 4 & 5 | 13 | 2S | 4W | 95 | 380.00 | U | 16 | 3-9-81 |
| Samuel Robbins | Deed | 2-26-80 | NE¼ of SE¼ | 3 | 6S | 4W | 40 | 100.00 | T | 238 | 7-9-80 |
| J. C. Hawthorn | Deed | 2-26-80 | Lots 3 & 4 | 17 | 5S | 5W | 31.12 | 124.48 | T | 270 | 7-29-80 |
| John J. Ray | Deed | 2-26-80 | E½ of NE¼ | 5 | 4S | 5W | 78.71 | 177.10 | T | 355 | 10-15-80 |
| James M. Holston | Deed | 2-26-80 | Lots 3 & 4 | 21 | 3S | 2W | 12.42 | 22.40 | T | 482 | 12-20-80 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Frank Hindle | Deed | 2-26-80 | Lots 1 & 2 | 33 | 5S | 7W | 20.80 | 37.44 | T | 512 | 1-5-81 |
| A. J. Switzer | Deed | 5-24-79 | NW¼ of NW¼ | 11 | 5S | 7W | 40 | 80.00 | U | 179 | 7-28-81 |
| Robert L. Booth | Deed | 1-19-78 | NE¼ of NW¼ | 1 | 5S | 7W | 41.40 | 82.80 | V | 87 | 7-6-82 |
| Susan LaChance | Ctf | 10-26-82 | NW¼ of NW¼ | 13 | 5S | 6W | 40 | 90.00 | V | 216 | 10-31-82 |
| S. C. Foster | B&S | 9-9-75 | Lot 1 | 3 | 6S | 6W | 2.62 | 11.80 | V | 510 | 6-8-83 |
| John Anderson | Ctf | 3-12-84 | E½ of SE¼ | 15 | 3S | 2W | 80 | 200.00 | W | 290 | 3-28-84 |
| A. M. Peery | LWD | 2-26-80 | Lot 1 | 5 | 5S | 3W | 3.90 | 19.50 | W | 488 | 12-4-84 |
| Wm. H. Miller | Ctf | 6-18-83 | NW¼ of NW¼ Lots 6 & 7 | 31 | 2S | 3W | 69.64 | 243.74 | X | 12 | 5-21-85 |
| Samuel H. Pate | LWD | 7-28-85 | E½ of SW¼ | 27 | 4S | 6W | 80 | 144.00 | X | 292 | 2-25-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Benjamin T. Allumbaugh | LWD | 9-15-85 | SE¼ of NE¼ NE¼ of SE¼ | 35 | 2S | 3W | 80 | 260.00 | X | 315 | 3-11-86 |
| Amos Wood | LWD | 8-5-85 | SW¼ of NE¼ | 27 | 2S | 3W | 40 | 120.00 | X | 362 | 4-12-86 |
| Wm. H. Miller | LWD | 9-2-85 | Frac. N½ of NW¼ | 31 | 2S | 3W | 69.60 | 243.74 | X | 390 | 5-6-86 |
| O&CR. R. Co. | QCD | 9-5-85 | NE¼ of NW¼ NW¼ of NE¼ | 11 | 5S | 7W | | 192.00 | X | 233 | 12-28-85 |
| Theodore H. Gilbert | LWD | 10-21-85 | W½ of NE¼ | 3 | 5S | 7W | 401.40 | 802.80 | X | 408 | 6-4-86 |
| | | | S½ of SE¼, E½ of SW¼, NW¼ of SW¼, SW¼ of SW¼ NW¼ of SE¼, SW¼ of NW¼ | | | | | | | | |
| John Harris | LWD | 9-15-85 | Lots 6 & 7 | 21 | 2S | 3W | 27.27 | 68.17 | X | 411 | 6-4-86 |
| Susan La Chance | LWD | 8-12-85 | NW¼ of NW¼ | 13 | 5S | 6W | 40 | 90.00 | X | 415 | 6-11-86 |

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Elizabeth I. Murray | LWD | 9-23-85 | SW¼ of SW¼ NE¼ of NE¼ | 11 15 | 3S | 6W | 80 | 120.00 | X | 432 | 6-23-86 |
| John Stoutenberg | LWD | 2-2-86 | Lot 10 | 15 | 5S | 3W | 38.73 | 232.38 | X | 484 | 9-3-86 |
| John W. Hanville | LWD | 10-21-85 | N½ of NE¼ SE¼ of NE¼ | 25 | 2S | 3W | 120 | 600.00 | X | 491 | 9-8-86 |
| Patrick Ryan | LWD | 9-2-85 | W½ of SW¼ | 33 | 2S | 5W | 80 | 240.00 | X | 496 | 9-14-86 |
| R. W. Phillips | LWD | 8-5-85 | N½ of SW¼ NW¼ of SE¼ | 15 | 5S | 4W | 120 | 360.00 | X | 502 | 9-20-86 |
| Thaddeus M. Grubbs | LWD | 1-7-86 | S½ of NE¼ | 9 | 5S | 7W | 80 | 160.00 | X | 508 | 9-24-86 |
| George Taylor | LWD | 7-28-85 | SW¼ of NW¼ & Lot 2 | 11 | 2S | 4W | 55.20 | 220.80 | X | 604 | 11-30-86 |
| J. M. Bunn & Co. | LWD | 10-12-86 | SE¼ of SW¼ | 9 | 3S | 6W | 40 | 133.00 | X | 618 | 12-13-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| H. F. Bedwell & J. M. Bunn | LWD | 10-12-86 | SW¼ of SW¼ | 9 | 3S | 6W | 40 | 80.00 | X | 620 | 12-13-86 |
| William Summers | LWD | 7-28-85 | SE¼ of SW¼ | 31 | 2S | 2W | 40 | 50.00 | X | 641 | 12-23-86 |
| John J. Gerrish | LWD | 7-28-85 | Lot 1 | 3 | 2S | 4W | 17.70 | 70.00 | X | 667 | 1-20-87 |
| Rollin Crawford | LWD | 9-14-86 | Lots 1, 2, 3, 4 | 1 | 3S | 5W | 65.26 | 261.04 | X | 705 | 3-4-87 |
| John R. Booth & Shadrock Richardson | LWD | 9-14-86 | NE¼, E½ of NW¼ N½ of SE¼ | 9 | 3S | 6W | 320 | 400.00 | X | 711 | 3-9-87 |
| John Anderson | LWD | 9-15-85 | E½ of SE¼ | 15 | 3S | 2W | 80 | 200.00 | Y | 9 | 3-18-87 |
| W. S. Walt | LWD | 8-12-85 | Lot 1 | 21 | 2S | 4W | 2.69 | 15.00 | Y | 22 | 3-29-87 |
| John T. Anderson | LWD | 11-2-86 | Lot 1 | 27 | 2S | 5W | 21.20 | 53.00 | Y | 33 | 4-7-87 |

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| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| E. Poppleton | LWD | 12-7-86 | W½ of SW¼ SE¼ of SW¼ | 17 | 3S | 5W | 120 | 240.00 | Y | 44 | 4-21-87 |
| John McNemey | LWD | 9-15-85 | Lot 5 | 29 | 3S | 3W | 13.55 | 54.20 | Y | 60 | 4-28-87 |
| John H. Walker | LWD | 11-2-86 | N½ of SW¼ (SW¼ of SW¼ | 23 | 3S | 6W | 120 | 200.00 | Y | 66 | 4-30-87 |
| Paris McCain | B&S | 1-19-78 | Lots 2, 3, 4 | 31 | 5S | 5W | 20.26 | 243.12 | Y | 68 | 5-3-87 |
| Mrs. Sarah A. McPhillips | LWD | 11-2-86 | Lot 2 | 15 | 4S | 5W | 8.41 | 33.64 | Y | 73 | 5-9-87 |
| Mrs. Sarah M. Otis | LWD | 9-14-86 | SW¼ of NE ¼ | 25 | 2S | 3W | 40 | 160.00 | Y | 79 | 5-13-87 |
| Harrison Z. Foster | LWD | 6-21-86 | Lots 1, 2, 3, 4 5, 6, 7, 8, 9 | 13 | 5S | 7W | 185.45 | 310.20 | Y | 99 | 6-6-87 |
| Isaac Lambright | LWD | 12-7-86 | SW¼ of SW¼ | 19 | 4S | 5W | 41.76 | 83.52 | Y | 110 | 6-15-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Julia S. Blood | LWD | 7-13-87 | SE¼ of SE¼ | 9 | 2S | 4W | 40 | 120.00 | Y | 179 | 8-31-87 |
| Margaret Casey | LWD | 1-15-87 | Lot 13 | 1 | 5S | 6W | 32 | 64.00 | Y | 183 | 9-6-87 |
| Michael Casey | LWD | 1-15-87 | Lots 1 & 12 SE¼ of NE¼ | 1 | 5S | 6W | 70.39 | 140.75 | Y | 185 | 9-6-87 |
| Malt Maroney | LWD | 7-21-85 | SW¼ of SE¼ | 23 | 2S | 6W | 40 | 90.00 | Y | 191 | 9-8-87 |
| M. E. Hendrick | LWD | 11-2-86 | Lot 3 & 4 | 3 | 6S | 3W | 68.59 | 274.36 | Y | 195 | 9-9-87 |
| Burnes Wiltze | LWD | 3-9-87 | SW¼ | 33 | 3S | 5W | 60 | 320.00 | Y | 200 | 9-14-87 |
| Darling Smith | B&S | 1-19-78 | SW¼ of NE¼ & Lots 1, 2, 3 | 5 | 2S | 4W | 145.60 | 327.60 | Y | 243 | 10-8-87 |
| Darling Smith | LWD | 9-15-85 | S½ of SE¼ SE¼ of SW¼ | 5 | 2S | 4W | 120 | 300.00 | Y | 244 | 10-8-87 |
| Darling Smith | LWD | 9-2-85 | NW¼ of SE¼ NE¼ of SW¼ | 5 | 2S | 4W | 80 | 160.00 | Y | 247 | 10-8-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Darling Smith | LWD | 9-2-85 | NE¼ of SE¼<br>SE¼ of NE¼ | 5 | 2S | 4W | 80 | 240.00 | Y | 249 | 10-8-87 |
| John Eborall | LWD | 5-7-86 | SW¼ of SW¼ | 25 | 4S | 6W | 40 | 120.00 | Y | 283 | 11-8-87 |
| Robert L. Booth | LWD | 10-12-86 | N½ of NE¼<br>SE¼ of NE¼ | 1<br>35 | 5S<br>4S | 7W<br>7W | 122.40 | 166.00 | Y | 287 | 11-9-87 |
| Hezikiah Bailey | LWD | 11-15-87 | NW¼ of NE¼<br>N½ of NW¼<br>SW¼ of NW¼ | 5 | 5S | 6W | 161.11 | 362.50 | Y | 382 | 1-4-88 |
| James B. Rowell | LWD | 12-5-87 | NW¼ of NW¼ | 27 | 2S | 3W | 40 | 120.00 | Y | 443 | 2-18-88 |
| William Woods | LWD | 5-24-79 | NE¼ of SE¼ | 31 | 4S | 5W | 40 | 80.00 | S | 326 | 9-11-79 |
| John N. Townsend | LWD | 9-25-85 | Lot 3 | 35 | 4S | 6W | 32.02 | 76.00 | Z | 126 | 10-25-88 |
| Henry Parrott | LWD | 7-28-85 | N½ of SE¼ | 13 | 3S | 2W | 80 | 160.00 | Z | 213 | 12-11-88 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Henry Parrott | LWD | 5-24-79 | SW¼ of NW¼ | 13 | 3S | 2W | 40 | 72.00 | Z | 218 | 12-11-88 |
| F. T. Keyes | LWD | 7-28-85 | Lots 5 & 6 | 23 | 3S | 3W | 13.60 | 45.00 | Z | 320 | 1-14-89 |
| Horace M. Cox | Ctf | 3-4-88 | Lots 1 & 2 | 1 | 3S | 3W | 48.88 | 122.20 | Z | 371 | 2-9-89 |
| H. M. Daniel | LWD | 3-5-86 | S½ of SE¼ | 29 | 2S | 5W | 80 | 200.00 | Z | 568 | 4-30-89 |
| R. Cutler | LWD | 7-28-85 | NE¼ of SE¼ | 9 | 2S | 4W | 40 | 144.00 | Z | 618 | 5-20-89 |
| Malt Maroney | LWD | 10-21-85 | N½ of SW¼ | 25 | 2S | 6W | 80 | 200.00 | 22 | 530 | 2-15-90 |
| N. S. Allen | LWD | 8-5-85 | E½ of SE¼ | 35 | 2S | 5W | 80 | 400.00 | 24 | 395 | 1-26-91 |
| Mrs. Margaret W. Gibbs | Ctf | 12-1-90 | Lots 1 & 2<br>NE¼ of SE¼ | 3<br>9 | 3S | 2W | 112.15 | 260.38 | 24 | 412 | 1-31-91 |
| James Steel | B&S | 2-28-91 | Lots 1, 2, 3<br>W½ of SW¼ | 21 | 3S | 5W | 80 | 200.00 | 24 | 567 | 3-23-91 |



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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Steel | B&S | 2-28-91 | SW¼ of NW¼ NW¼ of SW¼ | 27 | 3S | 5W | 80 | 200.00 | 24 | 571 | 3-23-91 |
| Carrie Kirkley | B&S | 2-28-91 | NW¼ of NW¼ | 23 | 3S | 2W | 40 | 80.00 | 24 | 573 | 3-20-91 |
| James Steel | B&S | 2-28-91 | W½ of NW¼ NE¼ of NW¼ | 17 | 3S | 5W | 120 | 300.00 | 24 | 577 | 3-23-91 |
| S. Root | B&S | 3-13-91 | SE¼ of NE¼ E½ of SE¼ | 19 | 4S | 5W | 120 | 240.00 | 24 | 591 | 3-24-91 |
| Edmond Sweeney | B&S | 2-28-91 | S½ of NE¼ | 21 | 4S | 5W | 80 | 240.00 | 24 | 633 | 4-4-91 |
| W. C. Heyden | LWD | 8-5-85 | W½ of NW¼ | 33 | 3S | 5W | 80 | 144.00 | 25 | 3 | 4-14-91 |
| C. Kiser | B&S | 2-28-91 | W½ of SE¼ & Lots 2 & 3 | 25 | 3S | 2W | 122.16 | 305.40 | 25 | 7 | 4-20-91 |
| John Newell | B&S | 2-28-91 | NW¼ of SW¼ | 5 | 5S | 6W | 40 | 80.00 | 25 | 68 | 4-16-91 |

*vs. The United States*

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alonzo & John Newell | LWD | 9-2-85 | SE¼ of SW¼ | 5 | 5S | 6W | 40 | 80.00 | 25 | 71 | 4-16-91 |
| Clyde G. Atkin | B&S | 2-28-91 | NE¼ of NE¼ | 27 | 2S | 3W | 40 | 120.00 | 25 | 113 | 4-29-91 |
| Mathias Guenther | B&S | 2-28-91 | Lots 1, 2, 3, 4 | 21 | 2S | 3W | 91.50 | 184.65 | 25 | 119 | 4-29-91 |
| Wm. Ball | B&S | 3-13-91 | S½ of SE¼ | 19 | 2S | 5W | 80 | 200.00 | 25 | 144 | 5-6-91 |
| Rosetta H. Nash | B&S | 2-28-91 | S½ of NW¼ | 11 | 5S | 7W | 80 | 160.00 | 25 | 159 | 5-9-91 |
| Edward Cady | B&S | 2-28-91 | N½ of SE¼ | 29 | 2S | 5W | 80 | 200.00 | 25 | 168 | 5-12-91 |
| N. K. Sitton | B&S | 2-28-91 | E½ of NE¼ | 21 | 3S | 6W | 80 | 280.00 | 25 | 187 | 5-15-91 |
| Oliver S. Vanosse | B&S | 2-28-91 | NE¼ of NW¼ | 23 | 3S | 2W | 40 | 80.00 | 25 | 200 | 5-18-91 |
| Wm. C. M. Frakes | B&S | 2-28-91 | NW¼ of NW¼ | 19 | 2S | 3W | 39.05 | 160.00 | 25 | 227 | 5-20-91 |
| A. Cummings | B&S | 2-28-91 | N½ of NW¼ | 15 | 2S | 4W | 80 | 220.00 | 25 | 249 | 5-29-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Max J. Lebold | B&S | 2-28-91 | Frac. SE¼ of SE¼ | 31 | 4S | 5W | 29.60 | 88.80 | 25 | 271 | 6-1-91 |
| Geo. Inglis | B&S | 2-28-91 | S½ of NW¼ | 23 | 3S | 2W | 80 | 160.00 | 25 | 281 | 6-2-91 |
| A. L. Myers | B&S | 2-28-91 | Lot 1 | 33 | 2S | 3W | 13.18 | 39.54 | 25 | 379 | 6-23-91 |
| Leonard C. Smith | B&S | 2-28-91 | NW¼ of NE¼ | 11 | 3S | 5W | 40 | 200.00 | 25 | 387 | 6-24-91 |
| D. H. Nickerson | B&S | 2-28-91 | Lots 7, 8, 9 | 33 | 5S | 7W | 41.25 | 82.50 | 25 | 419 | 7-3-91 |
| Joseph Draper | B&S | 2-28-91 | N½ of SE¼ E½ of SW¼ | 3 | 4S | 5W | 160 | 320.00 | 25 | 469 | 7-18-91 |
| Wm. Ball | B&S | 5-2-91 | S½ of NE¼ | 31 | 2S | 5W | 80 | 180.00 | 25 | 535 | 8-10-91 |
| John W. Green | B&S | 8-3-91 | N½ of NW¼ | 29 | 2S | 5W | 80 | 200.00 | 25 | 548 | 8-14-91 |
| Margaret W. Gibbs | B&S | 2-28-91 | Lots 1 & 2 NE¼ of NE¼ Lots 1, 2, 3 | 3 9 | 3S | 2W | 112.15 | 260.38 | 25 | 573 | 8-27-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. C. Lake | B&S | 2-28-91 | NW¼ of NW¼ | 5 | 2S | 5W | 39.18 | 80.00 | 25 | 580 | 8-31-91 |
| J. F. Byers | B&S | 2-28-91 | NE¼ of NE¼ | 5 | 3S | 5W | 38.74 | 193.70 | 25 | 611 | 9-14-91 |
| Richard Parrott | B&S | 8-18-85 | S½ of NE¼ | 23 | 3S | 2W | 80 | 160.00 | 26 | 36 | 10-3-91 |
| Martha S. Parrott | B&S | 2-28-91 | W½ of NE¼ Lot 1 | 25 | 3S | 2W | 101.08 | 252.70 | 26 | 142 | 11-4-91 |
| J. C. Roberts | B&S | 8-3-91 | N½ of SE¼ | 3 | 2S | 5W | 80 | 160.00 | 26 | 295 | 12-9-91 |
| Alfred Manock | B&S | 2-28-91 | Lot 8 | 7 | 5S | 4W | 12.60 | 75.60 | 26 | 308 | 12-12-91 |
| S. B. Gilpin | LWD | 8-22-87 | NE¼ | 9 | 2S | 4W | 160 | 460.00 | 26 | 376 | 12-30-91 |
| J. F. Bakeman | B&S | 2-28-91 | N½ of SW¼ | 13 | 3S | 5W | 80 | 360.00 | 26 | 384 | 12-30-91 |
| J. J. Waite | B&S | 2-28-91 | SE¼ of SW¼ | 15 | 2S | 6W | 40 | 100.00 | 26 | 531 | 2-6-92 |
| Horace M. Cox | B&S | 2-28-91 | Lots 1 & 2 | 1 | 3S | 3W | 48.88 | 122.20 | 26 | 592 | 2-23-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. Parrett | B&S | 2-28-91 | S½ of SE¼ | 13 | 3S | 2W | 80 | 160.00 | 27 | 3 | 3-3-92 |
| Amos Wood | B&S | 6-8-91 | SE¼ of NW¼ | 27 | 2S | 3W | 40 | 120.00 | 26 | 638 | 3-5-92 |
| Charles E. Fendall | B&S | 2-28-91 | W½ of NE¼ SE¼ of NW¼ | 21 | 4S | 7W | 120 | 240.00 | 27 | 63 | 3-21-92 |
| Edward Wood | B&S | 2-28-91 | Lots 5 & 8 | 19 | 5S | 6W | 63.56 | 158.90 | 27 | 128 | 4-1-92 |
| Jeremiah O'Brien | B&S | 2-28-91 | Lots 2, 3, 7, E½ Lot 4, SW¼ of NE¼ NW¼ of SE¼ NE¼ of SW¼ | 35 | 2S | 3W | 169.93 | 399.07 | 27 | 178 | 4-12-92 |
| Jeremiah O'Brien | B&S | 3-13-91 | NW¼ of NE¼ NE¼ of NW¼ | 27 | 2S | 3W | 80 | 240.00 | 27 | 181 | 4-12-92 |
| Joseph Petch | B&S | 2-28-91 | E½ of NW¼ NW¼ of NW¼ | 25 19 | 2S 2S | 6W 5W | 120.88 | 342.20 | 27 | 215 | 4-22-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Joseph Petch | B&S | 2-28-91 | NW¼ of SE¼<br>W½ of NW¼<br>N½ of SW¼ | 23 | 2S | 6W | 200 | 500.00 | 27 | 218 | 4-22-92 |
| Joseph Petch | B&S | 2-28-91 | SW¼ of SW¼ | 23 | 2S | 6W | 40 | 100.00 | 27 | 220 | 4-22-92 |
| Joseph Petch | B&S | 3-13-91 | NW¼ of SE¼<br>SE¼ of NW¼ | 19 | 2S | 5W | 80 | 200.00 | 27 | 222 | 4-22-92 |
| Cyrus Jones | B&S | 2-28-91 | Lots 3, 4, 5, 6 | 33 | 5S | 7W | 95.65 | 334.77 | 27 | 292 | 5-6-92 |
| Max J. Leabold | B&S | 3-14-92 | Lot 1, Frac.<br>SW¼ of SE¼ | 31 | 4S | 5W | 11.20 | 50.00 | 27 | 328 | 5-14-92 |
| John Sellwood | B&S | 3-14-92 | Lots 4, 5, 6 | 35 | 3S | 2W | 35.70 | 339.15 | 27 | 331 | 5-14-92 |
| Isaac Amy | B&S | 4-18-92 | E½ of NE¼ | 21 | 5S | 6W | 80 | 200.00 | 27 | 335 | 5-14-92 |
| Christian Anderson | QC | 3-14-92 | SW¼ of NW¼ | 1 | 2S | 5W | 40 | 190.00 | 27 | 373 | 5-31-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Edward J. Stephenson | LWD | 11-15-87 | SE¼ of NE¼ | 7 | 3S | 5W | 40 | 100.00 | 27 | 463 | 6-22-92 |
| Sarah E. Bremmer | B&S | 4-18-92 | NW¼ of NE¼ | 23 | 2S | 4W | 40 | 100.00 | 27 | 469 | 6-23-92 |
| L. Bettman | B&S | 6-20-92 | W½ of NE¼ | 9 | 4S | 5W | 80 | 240.00 | 27 | 498 | 7-2-92 |
| William H. Wood | B&S | 2-28-91 | SE¼ of SE¼ | 35 | 2S | 3W | 40 | 120.00 | 27 | 512 | 7-5-92 |
| William H. Wood | B&S | 2-28-91 | Lot 8 | 35 | 2S | 3W | 17.71 | 53.43 | 27 | 514 | 7-5-92 |
| James Fairchilds | B&S | 2-28-91 | SE¼ of NW¼ | 29 | 2S | 5W | 40 | 100.00 | 27 | 538 | 7-9-92 |
| Claus Muller | B&S | 3-14-92 | E½ of NW¼ | 9 | 2S | 4W | 80 | 160.00 | 27 | 588 | 7-27-92 |
| Thomas Geldard | B&S | 8-3-91 | S½ of NE¼ SE¼ of NW¼ | 3 | 2S | 5W | 120 | 240.00 | 28 | 2 | 8-11-92 |
| E. M. Graves | B&S | 3-14-92 | SW¼ of NW¼ | 23 | 4S | 6W | 40 | 140.00 | 28 | 16 | 8-15-92 |
| N. A. Brown | LWD | 8-22-87 | Lots 1, 2, 3, 4 | 31 | 5S | 6W | 61.41 | 184.23 | 28 | 96 | 9-17-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Scott Bremer | B&S | 6-20-92 | SW¼ of NW¼ | 23 | 2S | 4W | 35.56 | 106.68 | 28 | 122 | 10-1-92 |
| Scott Bremer | B&S | 9-5-92 | NW¼ of NW¼ | 23 | 2S | 4W | 40 | 120.00 | 28 | 206 | 10-27-92 |
| Riley Thomas | B&S | 9-5-92 | S½ of SE¼ | 15 | 2S | 4W | 80 | 270.00 | 28 | 223 | 11-1-92 |
| Ahio S. Watt | B&S | 9-5-92 | NE¼ of SW¼ | 15 | 2S | 4W | 40 | 140.00 | 28 | 225 | 11-1-92 |
| Scott Bremer | B&S | 11-9-92 | NE¼ of NW¼ | 23 | 2S | 4W | 40 | 100.00 | 28 | 306 | 11-25-92 |
| J. W. Bewley | B&S | 11-5-92 | NE¼ of NW¼ & Lot 6 | 23 | 5S | 7W | 61.48 | 153.70 | 28 | 409 | 12-27-92 |
| Edmund Sweeney | B&S | 12-5-92 | SE¼ of NW¼ | 21 | 4S | 5W | 40 | 200.00 | 28 | 411 | 12-27-92 |
| Milton W. Potter | B&S | 12-5-92 | SW¼ of NW¼ | 3 | 5S | 6W | 40 | 100.00 | 29 | 132 | 4-28-93 |
| Charles Nash | B&S | 3-14-92 | NW¼ of SE¼ | 11 | 5S | 7W | 40 | 80.00 | 29 | 135 | 4-28-93 |
| E. F. Lamson | B&S | 2-28-91 | NW¼ of SE¼ | 3 | 6S | 7W | 40 | 130.00 | 29 | 187 | 5-23-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R. Hanning | B&S | 2-24-93 | SW¼ of NE¼ | 25 | 2S | 6W | 40 | 120.00 | 29 | 199 | 5-29-93 |
| William Ball | B&S | 3-14-92 | E½ of NW¼ | 23 | 2S | 6W | 80 | 200.00 | 29 | 212 | 6-3-93 |
| Wm. Ball | B&S | 2-24-93 | E½ of SW¼ | 19 | 2S | 5W | 80 | 200.00 | 29 | 215 | 6-2-93 |
| Henry J. Harbaugh | B&S | 7-28-85 | Lot 1 | 7 | 3S | 3W | 4.90 | 10.00 | 29 | 232 | 6-10-93 |
| George James Champiore | B&S | 5-8-93 | SE¼ of NE¼ | 29 | 3S | 5W | 40 | 140.00 | 29 | 249 | 6-20-93 |
| C. F. Strohm | B&S | 2-24-93 | Lots 1 & 2 | 35 | 5S | 7W | 27.03 | 81.09 | 29 | 269 | 6-27-93 |
| J. C. Gillett | B&S | 2-28-91 | E½ of NE¼ | 9 | 5S | 6W | 80 | 160.00 | 29 | 309 | 7-17-93 |
| Thomas Geldard | B&S | 9-5-92 | NW¼ of NW¼ | 3 | 2S | 6W | 40.08 | 90.18 | 30 | 48 | 12-26-93 |
| John W. Thomas | LWD | 9-15-85 | SE¼ of SW¼ | 11 | 2S | 4W | 40 | 160.00 | 29 | 504 | 10-24-93 |
| Isaac Meyer | B&S | 2-28-91 | SW¼ of SW¼ S½ of NW¼ of SW¼ | 3 | 2S | 4W | 60 | 150.00 | 29 | 614 | 11-28-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Isaac Meyer | B&S | 2-28-91 | SE¼ of SW¼ S½ of NE¼ of SW¼ & Lots 3 & 4 | 3 | 2S | 4W | 93.20 | 326.20 | 29 | 616 | 11-28-93 |
| Emma Smith | B&S | 7-3-93 | N½ of NW¼ | 25 | 2S | 4W | 80 | 280.00 | 30 | 261 | 3-23-94 |
| William Whalen | LWD | 11-2-86 | Frac. NE¼ of NE¼ | 5 | 5S | 6W | 39.97 | 79.94 | 30 | 462 | 6-25-94 |
| John & James Whalen | B&S | 3-14-92 | SW¼ of NE¼ | 33 | 4S | 6W | 40 | 80.00 | 30 | 465 | 6-25-94 |
| John Petch | LWD | 8-12-85 | SW¼ of NW¼ | 31 | 2S | 5W | 41.79 | 96.50 | 30 | 501 | 7-23-94 |
| John Petch | LWD | 8-18-85 | SW¼ of SE | 25 | 2S | 6W | 40 | 96.30 | 30 | 504 | 7-23-94 |
| Joseph Petch, Bessie Phelps & Hannah Watson | B&S | 11-14-93 | SE¼ of NE¼ | 25 | 2S | 6W | 40 | 120.00 | 30 | 507 | 7-23-94 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| do | B&S | 11-14-93 | N½ of SE¼ | 25 | 2S | 6W | 80 | 200.00 | 30 | 509 | 7-23-94 |
| do | B&S | 11-14-93 | N½ of NW¼ | 31 | 2S | 5W | 81.65 | 244.95 | 30 | 511 | 7-23-94 |
| do | B&S | 11-14-93 | SE¼ of NE¼ & Lot 1 | 35 | 2S | 5W | 58.00 | 174.00 | 30 | 513 | 7-23-94 |
| do | B&S | 11-14-93 | SE¼ of SE¼ Ex. 6.24 A. in SE corner | 25 | 2S | 6W | 33.76 | 84.40 | 30 | 515 | 7-23-94 |
| do | B&S | 11-14-93 | R/W to haul logs & timber across 6.24 A. | 25 | 2S | 6W | 1.00 | 1.00 | 30 | 517 | 7-23-94 |
| J. Burns | B&S | 4-30-94 | SW¼ of NW¼ | 27 | 2S | 3W | 40 | 120.00 | 30 | 521 | 7-23-94 |
| Charles Nash | B&S | 7-3-93 | SW ¼of NE¼ | 11 | 5S | 7W | 40 | 80.00 | 32 | 32 | 10-16-94 |
| Mrs. M. A. Cave | B&S | 9-5-92 | SE¼ of SE¼ | 29 | 4S | 6W | 40 | 100.00 | 32 | 137 | 11-24-94 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. C. Goodrich | B&S | 9-2-85 | N½ of NW¼ SW¼ of NW¼ | 15 | 3S | 6W | 80 | 160.00 | 32 | 141 | 11-26-94 |
| Jeremiah O'Brien | B&S | 9-2-85 | Lot 5 & part of Lot 4 | 35 | 2S | 3W | 21.86 | 54.65 | 32 | 207 | 12-29-94 |
| Michael McNamee | B&S | 11-26-74 | Lot 1 | 27 | 2S | 3W | 4.60 | 14.49 | 32 | 210 | 12-29-94 |
| Leo Kosack | B&S | 11-9-92 | Lots 1 & 3 | 27 | 5S | 6W | 3.51 | 16.70 | 32 | 217 | 12-31-94 |
| Robert L. Booth | B&S | 1-29-94 | S½ of SW¼ | 35 | 4S | 7W | 80 | 200.00 | 32 | 239 | 1-9-95 |
| C. C. Pervine | B&S | 10-15-94 | SW¼ of SW¼ | 21 | 2S | 5W | 40 | 100.00 | 32 | 253 | 1-15-95 |
| R. Y. Fendall | B&S | 2-4-95 | N½ of NW¼ SW¼ of NW¼ | 21 | 5S | 7W | 120 | 300.00 | 32 | 371 | 3-5-95 |
| Mrs. Emma F. Winfield | B&S | 2-4-95 | SW¼ of NE¼ SW¼ of SE¼ | 19 | 4S | 5W | 80 | 200.00 | 32 | 409 | 3-25-95 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Dennis Gallagher | B&S | 4-30-94 | S½ of SW¼ Lots 4 & 5 | 23 | 5S | 7W | 92 | 322.00 | 32 | 471 | 5-15-95 |
| Jens Carlson | B&S | 5-6-95 | SE¼ of NE¼ NE¼ of SE¼ | 33 | 3S | 5W | 80 | 200.00 | 32 | 496 | 5-28-95 |
| Francis A. Fletcher | B&S | 5-6-95 | W½ of SE¼ | 1 | 5S | 7W | 80 | 200.00 | 32 | 543 | 7-6-95 |
| Willamette Pulp & Paper Co. | B&S | 7-1-95 | Lot 6 | 1 | 5S | 3W | 32 | 176.00 | 32 | 552 | 7-20-95 |
| William Dixon | B&S | 11-14-93 | S½ of SW¼ | 25 | 2S | 4W | 80 | 320.00 | 33 | 41 | 11-5-95 |
| W. O. Sunderland | B&S | 2-28-91 | Lots 5 & 6 | 7 | 5S | 6W | 43 | 64.50 | 33 | 94 | 1-8-95 |
| R. L. Stowe | B&S | 9-30-91 | N½ | 31 | 3S | 5W | 327.53 | 655.06 | 33 | 110 | 1-16-95 |
| Frank A. Fletcher | B&S | 11-6-91 | N½ of NE¼ | 9 | 5S | 7W | 80 | 160.00 | 33 | 127 | 2-3-95 |
| George Davis | B&S | 3-13-91 | NE¼ of SW¼ | 15 | 2S | 6W | 40 | 100.00 | 33 | 625 | 1-2-97 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Willamette Pulp & Paper Co. | QC | 5-11-96 | Lot 5 | 25 | 5S | 3W | 18.43 | 105.05 | 34 | 196 | 5-17-97 |
| Roger D. Tompkins | B&S | 11-9-96 | Lot 6 | 25 | 5S | 3W | 58.50 | 146.25 | 34 | 212 | 5-27-97 |
| Crosby Dickerson | LWD | 10-5-87 | W½ of SW¼ | 23 | 3S | 2W | 80 | 160.00 | 34 | 247 | 6-16-97 |
| Fred Williams | B&S | 6-20-92 | N½ of NE¼ | 25 | 2S | 6W | 80 | 240.00 | 34 | 361 | 10-2-97 |
| Frederick Williams | B&S | 2-28-91 | S½ of SW¼ | 25 | 2S | 6W | 80 | 200.00 | 34 | 363 | 10-2-97 |
| Michael Aylward | B&S | 7-3-93 | W½ of SE¼ | 27 | 4S | 6W | 80 | 160.00 | 34 | 374 | 10-11-97 |
| J. F. Byers | B&S | 11-8-97 | W½ of NW¼ | 5 | 3S | 5W | 78.98 | 276.43 | 34 | 443 | 12-8-97 |
| Margaret Casey et al. (heirs of Patrick Casey, Dec'd. | B&S | 7-26-97 | Lots 2 & 3 | 21 | 4S | 5W | 59.60 | 298.00 | 34 | 482 | 1-15-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A. L. Bower | B&S | 2-28-91 | N½ of NE¼ Lots 1 & 2 | 33 | 2S | 5W | 125.98 | 377.94 | 34 | 526 | 2-25-98 |
| Alfred Wilson | B&S | 2-24-93 | S½ of SE¼ | 31 | 4S | 6W | 80 | 200.00 | 34 | 626 | 5-16-98 |
| Henry Holtgrieve | LWD | 9-2-85 | SE¼ of NE¼ NE¼ of SE¼ Lots 1, 2, 3, 4 | 29 | 2S | 3W | 204.50 | 384.00 | 34 | 628 | 5-16-98 |
| J. M. Agee | B&S | 6-18-94 | E½ of SE¼ | 23 | 4S | 6W | 80 | 200.00 | 36 | 26 | 6-22-98 |
| John Kirkley | QCD | 2-15-97 | Lot 1 | 27 | 3S | 2W | 7.20 | 25.00 | 36 | 279 | 1-30-99 |
| A. J. Loban | QCD | 8-29-98 | NW¼ of SW¼ | 29 | 3S | 5W | 40 | 208.12 | 36 | 343 | 3-23-99 |
| C. L. Fendall | B&S | 2-4-95 | E½ of NE¼ | 21 | 5S | 7W | 80 | 240.00 | 36 | 346 | 3-27-99 |
| Peter Hein | QC | 12-12-98 | NE¼ of NE¼ | 25 | 3S | 2W | 40 | 140.00 | 36 | 467 | 6-17-99 |
| Wm. Ridgley | QC | 4-3-99 | SE¼ of NW¼ | 23 | 2S | 3W | 40 | 220.00 | 36 | 482 | 6-28-99 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John Stoutenburg | QC | 2-6-99 | SE¼ of SE¼ | 15 | 5S | 3W | 40 | 400.00 | 36 | 496 | 7-6-99 |
| A. Klosterman | QC | 6-12-99 | Lots 1 & 2 | 13 | 3S | 4W | 0.87 | 7.50 | 36 | 538 | 8-5-99 |
| Margaret Grace | QC | 6-12-99 | Lot 1 | 15 | 3S | 5W | 30.60 | 153.00 | 36 | 626 | 11-4-99 |
| Amanda F. Fendall | B&S | 9-30-91 | S½ of NW¼ | 9 | 5S | 7W | 80 | 160.00 | 39 | 79 | 1-19-00 |
| Amanda F. Fendall | B&S | 9-30-91 | N½ of SW¼ | 9 | 5S | 7W | 80 | 160.00 | 39 | 81 | 1-19-00 |
| Adam Knobel | QC | 4-23-00 | S½ of NE¼ | 3 | 6S | 7W | 80 | 600.00 | 39 | 298 | 5-28-00 |
| Charles August Blane | B&S | 2-28-91 | SE¼ of SE¼ | 29 | 2S | 3W | 40 | 100.00 | 39 | 317 | 6-5-00 |
| J. C. Gates & J. W. Henry | B&S | 5-28-00 | 6.24 A. by metes & bounds in (Ex. R of W) | 25 | 2S | 6W | 6.24 | 15.60 | 39 | 349 | 7-6-00 |
| R. L. Booth | QC | 5-28-00 | N½ of NE¼ | 33 | 4S | 7W | 80 | 200.00 | 39 | 404 | 9-10-00 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| O. S. Boyles & W. B. Williams | B&S | 8-21-93 | SE¼ of SW¼ | 23 | 2S | 6W | 40 | 80.00 | 39 | 535 | 12-28-00 |
| Sam Doney, Sr. et al. (heirs of Lydia Doney, decd.) | B&S | 8-23-00 | N½ of SE¼ | 15 | 2S | 4W | 80 | 240.00 | 39 | 563 | 1-18-01 |
| J. W. Bewley | QC | 12-17-00 | Lot 4 | 27 | 5S | 7W | 24.75 | 99.00 | 39 | 604 | 3-4-01 |
| Florence Gill | QC | 12-17-00 | SW¼ of SE¼ | 11 | 4S | 6W | 40 | 160.00 | 39 | 613 | 3-11-01 |
| Geo. W. Perkins | QC | 12-17-00 | SW¼ of NW¼ | 15 | 2S | 6W | 40 | 100.00 | 41 | 50 | 4-13-01 |
| Geo. W. Perkins | QC | 12-17-00 | NW¼ of SW¼ | 15 | 2S | 6W | 40 | 100.00 | 41 | 52 | 4-13-01 |
| Geo. W. Perkins | QC | 12-17-00 | W½ of NE¼ | 23 | 2S | 6W | 80 | 200.00 | 41 | 54 | 4-13-01 |
| Geo. W. Perkins | QC | 12-17-00 | E½ of NE¼ | 23 | 2S | 6W | 80 | 200.00 | 41 | 57 | 4-13-01 |
| Sarah McPhillips | QC | 2-18-01 | SW¼ of SE¼ | 15 | 4S | 5W | 40 | 320.00 | 41 | 218 | 6-11-01 |

*vs. The United States*

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John A. Andrews | B&S | 2-28-91 | W½ of NE¼ | 29 | 2S | 5W | 80 | 200.00 | 41 | 258 | 7-5-01 |
| John A. Andrews | B&S | 2-28-91 | SE¼ of NE¼ | 29 | 2S | 5W | 40 | 100.00 | 41 | 260 | 7-5-01 |
| W. T. Macey | TaxD | 7-25-01 | SW¼ of SE¼ | 29 | 4S | 6W | 40 | 5.10 | 41 | 369 | 8-5-01 |
| R. L. Booth | QC | 6-10-01 | NE¼ of NE¼ | 35 | 4S | 7W | 40 | 114.00 | 41 | 482 | 8-31-01 |
| R. R. Jones | B&S | 5-8-93 | SW¼ of SE¼ | 29 | 4S | 6W | 40 | 100.00 | 41 | 492 | 11-5-01 |
| J. A. Young | TaxD | 7-25-01 | SW¼ of NW¼ | 3 | 5S | 6W | 40 | 5.10 | 41 | 504 | 11-7-01 |
| J. W. Foster | QC | 3-3-02 | Lots 1 & 2 | 21 | 5S | 6W | 65.44 | 380.00 | 43 | 7 | 3-11-02 |
| John Wortman | QC | 10-29-00 | N½ of N½ S½ofSW¼&SE¼ | 29 | 3S | 6W | 400 | 1140.00 | 43 | 10 | 3-17-02 |
| John Wortman | QC | 10-29-00 | S½ of N½ N½ of SW¼ | 29 | 3S | 6W | 240 | 684.00 | 43 | 11 | 3-17-02 |
| Jens Nelson | QC | 4-7-02 | NE¼ of SE¼ | 21 | 5S | 6W | 40 | 200.00 | 43 | 65 | 6-25-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| L. R. Booth | QC | 7-7-02 | S½ of SW¼ | 31 | 4S | 6W | 82.08 | 328.32 | 43 | 148 | 12-3-02 |
| William H. Egan | B&S | 12-1-02 | SE¼ of NW¼ | 15 | 2S | 4W | 40 | 160.00 | 43 | 163 | 12-24-02 |
| I. Z. Daugherty | TaxD | 7-25-01 | SW¼ of NE¼ Lots 2 & 11 | 1 | 5S | 6W | 62.30 | 6.10 | 43 | 174 | 1-16-03 |
| Elizabeth, William & Mathew Geldard | QC | 12-3-02 | NW¼ of NW¼ | 3 | 2S | 5W | 40.08 | 90.18 | 43 | 188 | 2-17-03 |
| W. F. Enos & Sumner Carr | B&S | 3-14-92 | S½ of NE¼ SE¼ of NW¼ NE¼ of SE¼ | 3 | 3S | 6W | 160 | 400.00 | 43 | 284 | 6-22-03 |
| Francis Hanswirth | B&S | 2-28-91 | N½ of SW¼ | 11 | 3S | 6W | 80 | 160.00 | 43 | 308 | 7-25-03 |
| Edwin B. Morse | QC | 2-2-03 | SW¼ of SW¼ | 9 | 5S | 7W | 40 | 100.00 | 43 | 310 | 7-27-03 |
| Edwin B. Morse | QC | 2-2-03 | SE¼ of SW¼ | 9 | 5S | 7W | 40 | 100.00 | 43 | 314 | 8-3-03 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| E. C. Apperson & W. S. Link | QC | 6-8-03 | N½ of NE¼ | 3 | 3S | 6W | 82.71 | 413.55 | 43 | 322 | 8-8-03 |
| Charles Grissen | QC | 10-5-03 | NW¼ of SE¼ E½ of NW¼ & SW¼ | 11 | 4S | 6W | 280 | 880.00 | 43 | 385 | 11-19-03 |
| Charles Grissen | QC | 10-5-03 | All | 15 | 4S | 6W | 640 | 1920.00 | 43 | 386 | 11-19-03 |
| Charles Grissen | QC | 10-5-03 | E½ of SE¼ | 11 | 4S | 6W | 80 | 300.00 | 43 | 387 | 11-19-03 |
| Charles Grissen | QC | 10-5-03 | S½ of NE¼ | 11 | 4S | 6W | 80 | 320.00 | 43 | 388 | 11-19-03 |
| Fielder Wood | LWD | 9-7-03 | SW¼ of NE¼ | 23 | 2S | 3W | 40 | 220.00 | 43 | 398 | 12-1-03 |
| Edgar Poppleton | B&S | 2-28-91 | NE¼ of NE¼ | 19 | 3S | 5W | 40 | 100.00 | 43 | 467 | 1-29-04 |
| William Hager | QC | 3-7-04 | NW¼ of NE¼ E½ of NE¼ | 23 | 5S | 3W | 120 | 720.00 | 43 | 605 | 5-23-04 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Matt Maroney | B&S | 9-7-03 | S½ of NE¼ SE¼ of NW¼ NE¼ of SE¼ | 27 | 2S | 6W | 160 | 400.00 | 46 | 43 | 9-27-04 |
| Wm. G. Moore & Joseph & Wm. McHardy | QC | 2-8-04 | SW¼ of NW¼ | 5 | 2S | 5W | 40 | 120.00 | 46 | 105 | 12-10-04 |
| Mathew Maroney | LWD | 9-2-85 | SE¼ of SE¼ | 23 | 2S | 6W | 40 | 90.00 | 46 | 217 | 6-8-05 |
| W. A. Howe | QC | 7-20-05 | N½ of NE¼ W½ of NW¼ NE¼ of NW¼ NW¼ of SE¼ | 27 | 2S | 6W | 240 | 720.00 | 46 | 281 | 8-18-05 |
| Geo. W. Perkins & Jno. K. Sampson | LWD | 7-28-85 | NE¼ of SE¼ | 23 | 2S | 6W | 40 | 90.00 | 46 | 309 | 11-7-05 |
| H. T. Mills | B&S | 2-24-05 | Lot 2 (SEofNW | 15 | 5S | 4W | 17 | 76.50 | 46 | 319 | 12-1-05 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| M. S. Adams | B&S | 6-6-05 | SW¼ of(NE¼ | 15 | 3S | 6W | 80 | 240.00 | 46 | 320 | 12-2-05 |
| E. G. Lantis | QC | 10-31-05 | NE¼ of NE¼ | 21 | 2S | 5W | 40 | 160.00 | 46 | 409 | 3-26-06 |
| Ammon Shadden | B&S | 2-2-03 | E½ of SE¼ | 21 | 3S | 6W | 80 | 240.00 | 43 | 189 | 2-17-03 |
| John Sellwood | Cont | 6-26-90 | Lots 4, 5, & 6 | 35 | 3S | 2W | 35.70 | 339.15 BofCont | | 306 | 8-7-91 |
| Christian Anderson | Cont | 9-27-90 | SW¼ of NW¼ | 1 | 2S | 5W | 40 | 190.00 CofBonds&C | | 37 | 4-30-92 |

State of Oregon )
County of Yamhill )ss.

I hereby certify that the foregoing eight sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 24, 1912.

(Seal.)

H. S. MALONEY,
County Recorder of Yamhill County, Oregon.

## POLK COUNTY, OREGON.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Polk County, Oregon, prior to November 16, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Franklin Yocum | QCD | 11-27-72 | Lot 4 | 23 | 6S | 7W | 15.14 | 54.51 | 8 | 279 | 12-8-73 |
| David M. Guthrie | Deed | 11-26-74 | Lots 2 & 7 | 19 | 8S | 5W | 21.24 | 47.79 | 9 | 301 | 4-5-75 |
| Paul Ohling | Deed | 1-19-78 | N½ of N½ | 1 | 10S | 6W | 187.70 | 254.62 | 11 | 414 | 3-1-78 |
| Smiley Carter | Deed | 1-19-78 | NE¼ of NE¼ | 3 | 10S | 7W | 47.00 | 105.85 | 11 | 631 | 9-9-78 |
| Henry Christian | Deed | 2-16-76 | NW¼ of NE¼ | 11 | 9S | 4W | 40 | 180.00 | 12 | 294 | 3-7-79 |
| Ezra T. Hallock | Deed | 1-19-78 | N½ of NE¼ | 7 | 8S | 6W | 160 | 432.00 | 13 | 58 | 3-8-80 |
| | | | N½ of NW¼ | 9 | 8S | 6W | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robt. M. Montgomery | Deed | 1-19-78 | Lot 2 | 23 | 9S | 6W | 11.90 | 29.75 | 13 | 79 | 3-29-80 |
| Adelbert Coon | Deed | 1-19-78 | Lot 1 | 23 | 8S | 6W | 9.99 | 35.00 | 12 | 509 | 9-6-79 |
| J. B. Syron | Deed | 5-24-79 | Lot 1 | 7 | 6S | 5W | 11.94 | 191.04 | 12 | 560 | 11-13-79 |
| Henry Byerley | War Deed | 2-26-80 | Lot 3 | 15 | 6S | 5W | 9.60 | 86.40 | 13 | 212 | 7-9-80 |
| Rufus A. Porter | WD | 2-26-80 | Lot 1 & 5.67 acres off of N. end Lot 2 | 9 | 6S | 6W | 18.90 | 141.75 | 13 | 504 | 1-14-81 |
| Jas. H. Burns | WD | 2-1-81 | Lot 4 | 35 | 8S | 6W | 12.14 | 30.35 | 13 | 542 | 2-7-81 |
| I. M. Simpson | WD | 2-1-81 | Lots 3 & 5 | 31 | 9S | 6W | 45.03 | 101.32 | 13 | 545 | 2-7-81 |
| J. F. Eschricht | Deed | 9-23-85 | W½ of NE¼ & NE¼ of NW¼ | 25 | 9S | 7W | 120 | 300.00 | 18 | 13 | 2-26-86 |
| J. F. Eschricht | Deed | 12-11-85 | W½ of NW¼ | 25 | 9S | 7W | 80 | 200.00 | 18 | 17 | 2-26-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. F. Eschricht | Deed | 12-11-85 | SE¼ of NW¼ | 25 | 9S | 7W | 40 | 100.00 | 18 | 21 | 2-26-86 |
| J. F. Eschricht | Deed | 12-11-85 | S½ of SE¼ | 23 | 9S | 7W | 80 | 200.00 | 18 | 24 | 2-26-86 |
| Geo. W. Lee | Deed | 7-28-85 | Lot 1 | 17 | 8S | 5W | 8 | 21.50 | 18 | 31 | 3-9-86 |
| Chas. L. Alderman | Deed | 8-18-85 | N½ of NE¼ | 15 | 6S | 4W | 80 | 200.00 | 18 | 34 | 3-11-86 |
| J. B. Lewis | Deed | 8-12-85 | NE¼ of SE¼ | 5 | 9S | 6W | 40 | 90.00 | 18 | 42 | 3-16-86 |
| Sam'l Auguste Gross | Deed | 8-12-85 | SE¼ of NW¼ | 21 | 6S | 7W | 40 | 180.00 | 18 | 46 | 3-17-86 |
| L. J. & W. F. Sleppy | Deed | 8-12-85 | W½ of NW¼ | 17 | 7S | 6W | 80 | 200.00 | 18 | 61 | 4-9-86 |
| L. J. & W. F. Sleppy | Deed | 8-12-85 | NW¼ of SW¼ | 17 | 7S | 6W | 40 | 100.00 | 18 | 65 | 4-9-86 |
| Joseph E. Brown | Deed | 9-15-85 | Lot 2 | 9 | 7S | 6W | 37.60 | 89.30 | 18 | 69 | 4-9-86 |
| J. B. Trellinger | Deed | 12-11-85 | Lots 1 and 2 | 9 | 6S | 7W | 56.56 | 161.55 | 18 | 86 | 4-26-86 |
| Wm. Savage | Deed | 10-21-85 | NE ¼of SE¼ | 7 | 6S | 6W | 82 | 410.00 | 18 | 161 | 8-4-86 |
| | | | Lot 2 | 17 | 6S | 6W | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| William Savage | Deed | 10-21-85 | Lot 7 | 7 | 6S | 6W | 38.75 | 193.75 | 18 | 165 | 8-4-86 |
| W. C. Brown | Deed | 7-12-86 | SW¼ of NW¼ | 19 | 9S | 6W | 46.35 | 153.10 | 18 | 188 | 9-11-86 |
| W. C. Brown | WD | 7-12-86 | NW¼ of SE¼ & NE¼ of SW¼ SE¼ of NW¼ | 19 | 9S | 6W | 120 | 210.00 | 18 | 196 | 9-11-86 |
| Micajah Morrison | WD | 2-2-86 | E½ of NE¼ | 17 | 9S | 6W | 80 | 160.00 | 18 | 239 | 11-18-86 |
| C. A. Frantz | WD | 10-12-86 | NW¼ of NE¼ | 3 | 10S | 7W | 45.51 | 117.50 | 18 | 288 | 12-7-86 |
| J. B. Lewis | WD | 11-2-86 | NW¼ of SE¼ | 5 | 9S | 6W | 40 | 100.00 | 18 | 358 | 3-25-87 |
| D. M. Guthrie, T. G. Richmond, A. H. Whitley | WD | 11-2-86 | NE¼ | 21 | 7S | 6W | 160 | 200.01 | 18 | 409 | 5-9-87 |
| David M. Guthrie | WD | 6-7-87 | Lots 5 & 6 | 3 | 7S | 3W | 87.25 | 147.31 | 18 | 446 | 7-16-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| D. R. Evans | WD | 11-2-86 | Lot 2 (except 5.67 acres off N end) | 9 | 6S | 6W | 24.64 | 184.80 | 18 | 475 | 9-8-87 |
| J. H. Weaver, J. L. Riggs | WD | 7-13-87 | Lot 2 | 27 | 8S | 6W | 37.62 | 186.80 | 18 | 487 | 10-12-87 |
| United States | Deed | 9-21-87 | S½ of SE¼ | 3 | 9S | 6W | —— | 1.00 | 18 | 599 | 1-26-88 |
| Robert Clark | WD | 8-5-85 | NE¼ | 19 | 9S | 6W | 160.00 | 280.00 | 18 | 617 | 2-23-88 |
| George Jackson | WD | 6-7-87 | Lots 4 & 5 | 19 | 7S | 5W | 25.46 | 120.22 | 19 | 2 | 5-7-88 |
| B. Dove | WD | 9-20-87 | E½ of SE¼ | 35 | 9S | 7W | 80 | 275.00 | 19 | 38 | 5-14-88 |
| E. Y. Hallock | WD | 11-15-87 | SW¼ | 33 | 7S | 6W | 160 | 400.00 | 19 | 360 | 7-31-89 |
| E. Y. Hallock | WD | 10-21-85 | S½ | 5 | 8S | 6W | 320 | 800.00 | 19 | 364 | 7-31-89 |
| E. M. Branson | WD | 12-7-86 | Lot 3 | 5 | 6S | 6W | 12.07 | 60.35 | 22 | 188 | 9-24-90 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Andrew Olsen | WD | 7-28-85 | SE¼ of SE¼ | 21 | 7S | 6W | 40 | 100.00 | 22 | 304 | 12-31-90 |
| A. M. Miller | WD | 8-5-85 | Lots 6 | 33 | 6S | 5W | 15.14 | 30.28 | 22 | 345 | 2-3-91 |
| James B. McTimmons | Deed | 2-28-91 | NE¼ of NW¼ | 9 | 9S | 6W | 40.00 | 100.00 | 22 | 472 | 5-20-90 |
| Samuel A. Gross | Deed | 2-28-91 | NE¼ of SW¼ & Lot 1 | 21 | 6S | 7W | 65.50 | 196.50 | 22 | 478 | 5-22-91 |
| George Werts | Deed | 2-28-91 | NE¼ of SW¼ | 21 | 9S | 6W | 40 | 100.00 | 22 | 528 | 5-27-91 |
| John M. Phy, T. G. Richmond | WD | 11-2-86 | NW¼ | 21 | 7S | 6W | 160 | 199.98 | 22 | 531 | 5-29-91 |
| Nellie Haggard | Deed | 2-28-91 | SE¼ of NE¼ | 3 | 10S | 7W | 40 | 100.00 | 22 | 537 | 6-1-91 |
| John H. Watson | Deed | 2-28-91 | NW¼ of SE¼ SE¼ of SW¼ | 3 | 10S | 6W | 80 | 160.00 | 22 | 541 | 6-4-91 Also 50-76-3-4-09 |
| Truman O. Bevens | Deed | 2-28-91 | S½ of NE¼ NW¼ of SE¼ | 3 | 10S | 6W | 120 | 240.00 | 22 | 544 | 6-6-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. Jay Brown | Deed | 2-28-91 | Lots 4, 5, 6, 7, 8 | 15 | 9S | 6W | 46.87 | 140.61 | 22 | 567 | 7-7-91 |
| R. Clark | Deed | 5-1-91 | Lots 7, 8, 9 | 33 | 9S | 6W | 66.62 | 145.39 | 22 | 570 | 7-7-91 |
| J. P. & M. M. Bevens | Deed | 2-28-91 | W½ of SW¼ | 3 | 10S | 6W | 80 | 160.00 | 22 | 612 | 8-14-91 |
| Theodore P. Bevens | Deed | 2-28-91 | S½ of NW¼ NE¼ of SW¼ | 3 | 10S | 6W | 120 | 240.00 | 22 | 616 | 8-14-91 |
| Dr. Victor Fink | Deed | 2-28-91 | Lots 4 & 5 | 17 | 7S | 5W | 95.09 | 285.27 | 24 | 1 | 9-17-91 |
| | | | Lots 6, 7 & 8 | 19 | 7S | 5W | | | | | |
| F. K. Hubbard, W. T. Shurtleff | Deed | 12-21-91 | E½ of NE¼ | 17 | 8S | 6W | 80 | 320.00 | 24 | 157 | 1-20-92 |
| Chas. Sheythe | Deed | 11-16-91 | SW¼ | 25 | 9S | 7W | 160 | 400.00 | 24 | 181 | 2-3-92 |
| R. Glennie | Deed | 12-21-91 | W½ of NW¼ W½ of SW¼ SE¼ of SW¼ | 21 | 6S | 7W | 200 | 600.00 | 24 | 256 | 4-7-92 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Andrew Peterson | WD | 6-29-89 | Lot 1 | 1 | 8S | 6W | 13.53 | 32.20 | 24 | 301 | 5-23-92 |
| E. B. Doty | Deed | 3-14-92 | SW¼ of NW¼ 'NW¼ of SW¼ | 1 | 10S | 7W | 80 | 200.00 | 24 | 335 | 7-2-92 |
| John Weinberger | Deed | 2-28-91 | N½ of NW¼ | 19 | 9S | 6W | 86.34 | 151.10 | 24 | 477 | 10-10-92 |
| C. G. Rowell | Deed | 8-3-91 | N½ of SE¼ | 31 | 8S | 6W | 80 | 240.00 | 24 | 564 | 11-16-92 |
| C. G. Rowell | Deed | 2-28-91 | SE¼ of NE¼ | 31 | 8S | 6W | 40 | 200.00 | 24 | 567 | 11-16-92 |
| Martha E. Collins | Deed | 2-28-91 | Lots 5 & 6 | 29 | 9S | 6W | 68.32 | 170.80 | 24 | 617 | 12-13-92 |
| Joseph Edwards | Deed | 3-14-92 | Lots 7 & 8 | 31 | 9S | 6W | 22.66 | 86.11 | 26 | 93 | 3-28-93 |
| E. Y. Hallock | Deed | 2-28-91 | S½ of NE¼ | 33 | 7S | 6W | 80 | 200.00 | 26 | 154 | 5-23-93 |
| E. Y. Hallock | WD | 12-7-86 | NE¼ of NW¼ | 7 | 8S | 6W | 40 | 133.00 | 26 | 157 | 2-23-93 |
| John L. Illingsworth | Deed | 5-8-93 | E½ of NE¼ N½ of SE¼ | 9 | 8S | 6W | 160 | 400.00 | 26 | 206 | 7-11-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. C. Fischer | Deed | 9-30-91 | SE¼ | 25 | 9S | 7W | 160 | 400.00 | 26 | 257 | 8-14-93 |
| Chas. E. Drumeller | Deed | 2-24-93 | SW¼ of SE¼ | 7 | 8S | 6W | 40 | 140.00 | 26 | 285 | 9-29-93 |
| Thomas Holman | Deed | 10-15-94 | Lot 11 | 15 | 7S | 3W | 39.38 | 157.52 | 26 | 576 | 11-28-94 |
| R. P. Osborn | Deed | 2-28-91 | SE¼ of SE¼ | 29 | 8S | 5W | 40 | 200.00 | 26 | 585 | 12-3-94 |
| John Weinberger | Deed | 2-28-91 | N½ of NW¼ | 19 | 9S | 6W | 86.34 | 151.10 | 24 | 477 | 10-10-92 |
| J. H. Weaver, L. W. Riggs | Deed | 9-30-91 | E½ of NW¼ | 33 | 8S | 6W | 120 | 360.00 | 30 | 61 | 5-2-95 |
| | | | SW¼ of NE¼ | 33 | 8S | 6W | | | | | |
| M. M. Ellis | Deed | 2-24-93 | N½ of NW¼ & NE¼ | 21 | 9S | 6W | 240 | 480.00 | 30 | 505 | 12-22-96 |
| M. P. Jones | Deed | 3-14-92 | Lot 2 | 23 | 6S | 5W | .37 | 10.00 | 30 | 547 | 3-11-97 |
| Joseph R. Hubbard | WD | 10-21-85 | Lots 4 & 5 | 35 | 9S | 5W | 47.20 | 141.60 | 30 | 554 | 5-2-97 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| E. G. White | WD | 9-5-92 | Lots 1 & 2 | 21 | 8S | 6W | 29.96 | 269.30 | 30 | 579 | 5-20-97 |
| E. G. White | Deed | 6-20-92 | Lot 1 | 27 | 8S | 6W | 11.93 | 107.71 | 30 | 582 | 5-20-97 |
| Florence A. Wolfe | Deed | 3-14-92 | N½ of NE¼ | 33 | 8S | 6W | 80 | 240.00 | 30 | 624 | 7-9-97 |
| Willamette Pulp & Paper Co. | QC | 2-15-97 | Lot 5 | 21 | 6S | 3W | 10.11 | 80.00 | 32 | 35 | 9-8-97 |
| Mrs. S. C. Price | Deed | 2-15-97 | NW¼ of NW¼ Lots 2, 3 & 4 | 33 | 9S | 6W | 57.55 | 287.75 | 32 | 106 | 11-19-97 |
| Luckiamute Mill Co. | Deed | 12-20-97 | SW¼ of SW¼ | 25 | 8S | 7W | 40 | 220.00 | 32 | 152 | 2-11-98 |
| Lee Rowell | Deed | 4-11-98 | Lots 1 & 2 | 1 | 7S | 7W | 108.94 | 326.82 | 32 | 350 | 11-2-98 |
| R. Suitor, R. J. F. Thurston | QCD | 8-29-98 | E½ of NE¼ | 1 | 8S | 7W | 80.06 | 190.00 | 32 | 376 | 11-19-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robt. Suitor, R. J. F. Thurston | QCD | 12-12-98 | NE¼ of SE¼ SW¼ of SE¼ | 1 | 8S | 7W | 80 | 190.00 | 32 | 543 | 2-11-99 |
| Alexander Couter | Deed | 7-5-99 | S½ of SW¼ | 7 | 8S | 6W | 84.18 | 420.90 | 34 | 187 | 9-6-99 |
| J. P. Simpson | Deed | 1-29-94 | SE¼ of NE¼ | 35 | 9S | 7W | 40 | 200.00 | 34 | 251 | 10-25-99 |
| J. P. Simpson | QCD | 2-15-97 | NW¼ of SE¼ | 35 | 9S | 7W | 40 | 160.00 | 34 | 254 | 10-25-99 |
| J. P. Simpson | QCD | 2-15-97 | NE¼ of SW¼ | 35 | 9S | 7W | 40 | 160.00 | 34 | 257 | 10-25-99 |
| E. C. Bump | Deed | 2-28-91 | Lots 8 & 9 | 5 | 10S | 6W | 28.50 | 71.25 | 34 | 337 | 12-26-99 |
| J. D. Smith | QCD | 10-9-99 | Lots 2 & 3 | 5 | 9S | 5W | 18.75 | 112.50 | 34 | 348 | 12-29-99 |
| J. W. Yost | Deed | 2-12-00 | SW ¼of SE¼ | 19 | 9S | 5W | 40 | 100.00 | 34 | 461 | 3-28-00 |
| T. N. Ottinger | Deed | 4-23-00 | Lots 2, 3, 4 & SW¼ of SW¼ | 29 | 6S | 6W | 90.75 | 236.55 | 34 | 534 | 6-5-00 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. D. Gilliam | QCD | 6-6-98 | SW¼ of NE¼ | 5 | 9S | 6W | 40 | 140.00 | 34 | 590 | 7-31-00 |
| W. D. Gilliam | QCD | 6-6-98 | SE¼ of NE¼ | 5 | 9S | 6W | 40 | 140.00 | 34 | 593 | 7-31-00 |
| A. Prescott, J. E. Veness | QCD | 5-28-00 | SE ¼of NW¼ | 35 | 9S | 7W | 40 | 180.00 | 35 | 48 | 12-5-00 |
| L. Lemmon | QCD | 10-29-00 | S½ of SW¼ | 19 | 9S | 6W | 86.36 | 302.26 | 35 | 85 | 1-3-01 |
| Mary Ann Elizabeth Price | Deed | 12-17-00 | NE¼ of NW¼ NW¼ of NE¼ | 11 | 10S | 7W | 80 | 200.00 | 35 | 105 | 1-25-01 |
| Luckiamute Mill co | QCD | 10-29-00 | SE¼ of NE¼ | 35 | 8S | 7W | 40 | 400.00 | 35 | 116 | 2-8-01 |
| George A. Blanchard | QCD | 2-18-01 | NE¼ of SE¼ | 13 | 8S | 7W | 40 | 160.00 | 35 | 162 | 4-20-01 |
| George A. Blanchard | QCD | 2-18-01 | SE¼ of NE¼ | 13 | 8S | 7W | 40 | 140.00 | 35 | 165 | 4-20-01 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| George A. Blanchard | QCD | 2-18-01 | SE¼ of NE¼ | 13 | 8S | 7W | 40 | 140.00 | 35 | 165 | 4-20-01 |

al.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A. N. Moores | QCD | 5-28-00 | N½ of NW¼<br>E½ of SE¼<br>NE¼ | 27 | 9S | 7W | 320 | 1425.00 | 35 | 167 | 4-20-01 |
| Capital Lumbering Co. | QCD | 3-14-92 | S½ of NE¼<br>SW¼ of NW¼ | 33 | 9S | 7W | 120 | 684.00 | 35 | 170 | 4-20-01 |
| T. H. March | QCD | 2-18-01 | Lots 5 & 6 | 9 | 7S | 6W | 29.11 | 72.78 | 35 | 222 | 7-1-01 |
| T. H. March | QCD | 2-18-01 | Lot 4 | 9 | 7S | 6W | 25.47 | 63.67 | 35 | 225 | 7-1-01 |
| The Thurston Lumber Co. | QCD | 9-3-00 | SE¼ | 3 | 8S | 7W | 160 | 480.00 | 35 | 313 | 9-19-01 |
| Thurston Lbr. Co. | QCD | 7-29-01 | S½ of NE¼<br>SE¼ of NW¼ | 9 | 8S | 7W | 120 | 360.00 | 35 | 316 | 10-19-01 |

vs. The United States

5909

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. E. Doty, E. B. Doty, J. P. Minch | Deed | 9-3-00 | NW¼ of NW¼ | 7 | 10S | 6W | 364.58 | 911.45 | 35 | 434 | 3-1-02 |
| | | | SW¼ of NE¼ | 1 | 10S | 7W | | | | | |
| | | | SE¼ of NW¼ | | | | | | | | |
| | | | W½ of SE¼ | | | | | | | | |
| | | | E½ of SW¼ | | | | | | | | |
| | | | SW¼ of SW¼ | | | | | | | | |
| | | | NE¼ of NE¼ | 11 | 10S | 7W | | | | | |
| Oloy Loyd Guyer | Deed | 12-2-01 | E½ of NE¼ | 35 | 9S | 6W | 80 | 320.00 | 35 | 481 | 4-2-02 |
| Thurston Lbr. Co. | QCD | 12-2-01 | N½ of SE¼ | 9 | 8S | 7W | 120 | 304.00 | 35 | 630 | 8-20-02 |
| | | | NE¼ of SW¼ | | | | | | | | |
| Carl Peterson | WD | 9-15-85 | NW¼ of NE¼ | 31 | 8S | 6W | 80 | 304.00 | 38 | 32 | 9-26-02 |
| | | | NE¼ of NW¼ | | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. C. McClure | Deed | 10-6-02 | Lot 4 & SW¼ of NW¼ | 1 | 9S | 8W | 93.44 | 373.76 | 38 | 170 | 12-8-02 |
| W. C. McClure | QCD | 10-6-02 | E½ of NW¼ | 1 | 9S | 8W | 93.51 | 374.04 | 38 | 171 | 12-8-02 |
| F. F. Tooze | QCD | 10-15-94 | E½ of SE¼ | 19 | 9S | 6W | 80 | 200.00 | 38 | 231 | 2-24-03 |
| E. Y. Hallock | Deed | 2-28-91 | S½ of NE¼ | 33 | 7S | 6W | 80 | 200.00 | 38 | 267 | 4-15-03 |
| L. Gerlinger | QCD | 6-8-03 | S½ of SW¼ | 13 | 8S | 7W | 80 | 360.00 | 38 | 330 | 7-30-03 |
| William C. McClure | QCD | 6-8-03 | NE¼ | 1 | 9S | 8W | 187.25 | 749.00 | 38 | 349 | 8-27-03 |
| Capital Lumbering Co. | Deed | 5-28-00 | SE¼ of NE¼ NE¼ of SE¼ E½;E½ of SW¼; | 11 | 10S | 7W | 800 | 4042.00 | 38 | 377 | 9-25-03 |
| | | | SW¼ of SW¼; W½ of SW¼; | 21 | | | | | | | |
| | | | SE¼ of SW¼; N½ of N½ | 27 33 | 9S | 7W | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Franklin Yocum | —— | 11-27-72 | Lot 4 | 23 | 6S | 7W | 50.14 | 54.51 | 8 | 279 | 12-8-73 |
| William Savage | —— | 10-21-85 | Lot 7 | 7 | 6S | 6W | 38.75 | 193.75 | 18 | 165 | 8-4-86 |
| Wm. Savage | —— | 10-21-85 | (NE¼ of SE¼ | 7 | 6S | 6W | 82 | 164.00 | 18 | 161 | 8-4-86 |
| | | | ( | | | | | 246.00 | | | |
| | | | (Lot 2 | 17 | 6S | 6W | | | | | |
| Andrew Olsen | —— | 7-28-85 | SE¼ of SE¼ | 21 | 7S | 6W | 40 | 100.00 | 22 | 304 | 12-31-90 |
| John M. Phy & ThomasG.Richmond | —— | 11-2-86 | NW¼ | 21 | 7S | 6W | 160.00 | 199.98 | 22 | 531 | 5-29-91 |
| John H. Watson | —— | 2-28-91 | NW¼ of SE¼ | 3 | 10S | 6W | 80 | 160.00 | 22 | 541 | 6-4-91 |
| | | | SE¼ of SW¼ | | | | | Also | 50 | 76 | 3-4-09 |
| R. Clark | —— | 5-1-91 | Lots 7, 8 & 9 | 33 | 9S | 6W | 66.62 | 145.39 | 22 | 570 | 7-7-91 |
| Lee Rowell | —— | 4-11-98 | Lots 1 & 2 | 1 | 7S | 7W | 108.94 | 326.82 | 32 | 350 | 11-2-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. D. Smith | —— | 10-9-99 | Lots 2 & 3 | 5 | 9S | 5W | 18.75 | 112.50 | 34 | 348 | 12-29-99 |
| Oloy Loyd Guyer | —— | 12-2-01 | E½ of NE¼ | 35 | 9S | 6W | 80 | 320.00 | 35 | 481 | 4-2-02 |
| J. W. Yost | QCD | 7-6-03 | Lot 7 | 29 | 9S | 6W | 34.16 | 136.64 | 38 | 407 | 11-3-03 |
| W. F. Gilliam | QCD | 3-2-03 | SE¼ of SE¼ | 9 | 9S | 7W | 40 | 100.00 | 38 | 416 | 11-14-03 |
| W. J. Critchlow | QCD | 7-7-02 | Lots 7, 8 & 9 | 25 | 9S | 6W | 50.77 | 203.08 | 38 | 443 | 12-24-03 |
| Sarah C. Ronco | QCD | 9-23-01 | SW¼ | 7 | 9S | 6W | 168.68 | 843.40 | 41 | 55 | 10-29-04 |
| Mrs. Lila Pugh | QCD | 12-1-04 | SE¼ of SE¼ | 9 | 8S | 6W | 40 | 240.00 | 41 | 130 | 4-19-05 |
| Security Savings & Trust Co. | QCD | 3-17-05 | N½ of SE¼ | 25 | 8S | 7W | 841.37 | 7489.59 | 41 | 161 | 6-19-05 |
| | | | SW¼ of SE¼ | | | | | | | | |
| | | | NW¼ & S½ | 35 | 8S | 7W | | | | | |
| | | | W½ of NW¼ | 1 | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lots 1 & 2 & S½ of NE¼ | 3 | 9S | 7W | | | | | |
| Bryan, Lucas Lbr. Co. | QCD | 11-3-02 | NE¼ of SW¼ | 25 | 8S | 7W | 40 | 160.00 | 41 | 167 | 6-22-05 |
| Bryan, Lucas Lbr. Co. | QCD | 11-3-02 | SE¼ of SW¼ | 25 | 8S | 7W | 40 | 220.00 | 41 | 168 | 6-22-05 |
| Bryan, Lucas Lbr. Co. | QCD | 2-24-05 | NW¼ of SW¼ | 25 | 8S | 7W | 40 | 200.00 | 41 | 170 | 6-22-05 |
| Chas. H. Vick | QCD | 5-3-05 | All | 19 | 7S | 6W | 658.40 | 2304.40 | 41 | 212 | 10-3-05 |
| A. N. Moores | QCD | 7-1-05 | E½ of E½ | 15 | 9S | 7W | 640 | 3500.00 | 41 | 305 | 4-7-06 |
| | | | SW¼ of SE¼ W½ of NE¼ NW¼ of SE¼ W½ | 23 | 9S | 7W | | | | | |
| Henry Byerly | WD | 2-26-80 | Lot 3 | 15 | 6S | 5W | 9.60 | 86.40 | 13 | 212 | 7-19-80 |
| C. A. Carey | Cont | 3-20-75 | Lot 1 | 7 | 6S | 5W | 11.94 | 191.04 | 9 | 544 | 10-21-75 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R. Suitor | Cont | 6-10-93 | NE¼ | 35 | 9S | 7W | 160 | 1120.00 | 1Misc | 317 | 4-23-94 |
| W. C. Fisher | Ctf | 9-18-91 | SE¼ | 25 | 9S | 7W | 160 | 400.00 | 1 | 245 | 5-8-93 |
| David Warren | Ctf | 3-16-88 | SE¼ of SW¼<br>SW¼ of SE¼ | 9 | 8S | 6W | 80 | 320.00 | 19 | 171 | 12-20-88 |
| C. W. Dodenhoff | Ctf | 5-25-88 | (Lots 4 & 5<br>(Lots 6, 7 & 8 | 17<br>19 | 7S<br>7S | 5W<br>5W | 95.09 | 285.27 | 16 | 590 | 9-27-88 |
| L. J. & W. F. Sleppy | Ctf | 10-30-82 | W½ of NW¼ | 17 | 7S | 6W | 80 | 200.00 | 16 | 73 | 10-21-83 |
| W. T. & L. P. Sleppy | Ctf | 10-30-82 | NW¼ of SW¼ | 17 | 7S | 6W | 40 | 100.00 | 16 | 72 | 8-21-83 |
| Robert Clark | Ctf | 7-26-82 | NE¼ | 19 | 9S | 6W | 160 | 280.00 | 15 | 458 | 7-26-82 |

State of Oregon )
County of Polk )ss.

I hereby certify that the foregoing five sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 23, 1912.

E. M. SMITH,
County Recorder of Polk County, Oregon.

(Seal.)

## MARION COUNTY, OREGON.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Marion County, Oregon, prior to December 1, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| William Keil | B&S | 11-27-72 | Lot 1 | 27 | 4S | 1W | 2.13 | 9.60 | 18 | 511 | 12-8-75 |
| Alfred Havenden | B&S | 11-27-72 | Lot 1 | 29 | 4S | 1W | 3.56 | 16.02 | 23 | 81 | 12-13-77 |
| Fabritus R. Smith | Ctf | 2-28-73 | Lot 1 | 1 | 8S | 3W | 3 | 27.00 | 15 | 434 | 4-21-73 |
| Fred G. Ewald | Ctf | 3-29-73 | Lot 6 | 3 | 8S | 3W | 3.34 | 37.58 | 17 | 159 | 5-26-74 |
| Franz Zimmerman | B&S | 2-16-76 | NE¼ of NW¼; NW¼ of NE¼ | 9 | 9S | 2E | 80 | 144.00 | 23 | 90 | 12-19-77 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Dewitt C. Budd | B&S | 1-19-78 | SE¼ of NW¼; SW¼ of NE¼ | 13 | 8S | 4W | 80 | 240.00 | 23 | 191 | 2-25-78 |
| H. E. Schmidt | B&S | 2-16-76 | Lot 3 | 33 | 8S | 1E | 34.24 | 61.64 | 23 | 318 | 6-6-78 |
| Ferdinand G. Ewald | B&S | 11-26-74 | Lot 6 | 3 | 8S | 3W | 3.34 | 37.58 | 18 | 151 | 4-8-75 |
| Febritus R. Smith | B&S | 11-26-74 | Lot 1 | 3 | 8S | 3W | 3 | 27.00 | 18 | 168 | 4-24-75 |
| Henry Wehrum | B&S | 11-26-74 | NW¼ of NW¼ SE¼ of NW¼; Lots 3, 4, 5, 6 and 9 | 11 | 5S | 3W | 179.24 | 716.96 | 18 | 224 | 5-21-75 |
| Alfred M. Belt | B&S | 9-9-75 | Lots 1, 2, 3 & 4 | 31 | 8S | 3W | 28.46 | 71.15 | 18 | 443 | 10-26-75 |
| Lewis Stout | B&S | 9-9-75 | Lots 4 & 5 | 15 | 9S | 1E | 84.75 | 152.52 | 18 | 448 | 10-30-75 |
| Rodney W. Chase | B&S | 9-9-75 | NE¼ of NW¼ & Lot 1 | 21 | 5S | 1W | 49.39 | 244.50 | 18 | 596 | 2-10-76 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Rodney W. Chase | B&S | 9-9-75 | Lots 5 & 6 | 9 | 5S | 1W | 4.60 | 14.50 | 18 | 597 | 2-10-76 |
| John W. Greenwood | B&S | 2-16-76 | Lot 1 | 1 | 7S | 2W | .10 | 3.30 | 18 | 616 | 3-2-76 |
| Peter A. Hartman | B&S | 1-19-78 | W½ of NW¼ | 35 | 7S | 1E | 80 | 144.80 | 31 | 147 | 6-4-83 |
| Peter Gates | B&S | 2-16-76 | S½ of SW¼ | 21 | 8S | 1E | 80 | 144.00 | 21 | 8 | 5-4-76 |
| Joshua G. Eberhard | B&S | 2-16-76 | Lots 6 & 9 | 33 | 3S | 2W | 41.45 | 93.25 | 21 | 98 | 7-10-76 |
| Alexander Esson | B&S | 8-17-76 | Lot 1 | 5 | 6S | 1W | 5.92 | 16.20 | 21 | 231 | 11-23-76 |
| School Dist. No. 85, Marion Co. | B&S | 8-17-76 | 295 ft. square in SE corner of NW¼ of NW¼ | 23 | 8S | 1E | 2 | 1.00 | 21 | 243 | 12-2-76 |
| Thomas Ward | B&S | 11-26-74 | Lot 1 | 25 | 6S | 2W | 3.92 | 15.88 | 21 | 316 | 2-6-77 |
| Perry S. Kenady | SWar | 5-24-79 | Lot 4 | 7 | 6S | 1W | 9.62 | 25.00 | 24 | 158 | 7-10-79 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. Naomi Steen | SWar | 5-24-79 | Lot 4 | 33 | 6S | 2W | 5.53 | 25.00 | 24 | 161 | 7-10-79 |
| S. A. D. Parker | SWar | 5-24-79 | Lot 3 | 7 | 6S | 1W | 15.67 | 50.87 | 24 | 256 | 9-29-79 |
| William M. Case | SWar | 5-24-79 | Lot 1 | 13 | 4S | 2W | 5.89 | 31.80 | 24 | 516 | 5-3-80 |
| Emanuel Schindler | SWar | 5-24-79 | S½ of NW¼ NW¼ of SW¼ | 3 | 9S | 2E | 120 | 240.00 | 24 | 581 | 6-18-80 |
| Mathias Bauer | SWar | 2-1-81 | N½ of NW¼ of NW¼ | 3 | 6S | 1W | 19.45 | 77.80 | 26 | 269 | 2-9-81 |
| Ellis G. Hughes | SWar | 5-27-80 | N½ of NW¼ of Sec. 21; S½ of N½ & S½ | 17 | 9S | 2E | 560 | 790.00 | 26 | 419 | 7-21-81 |
| Wm. Reid | SWar | 9-2-85 | S½; NE¼; E½ of NW¼ | 35 | 7S | 1E | 560 | 1000.00 | 33 | 398 | 3-10-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A. N. Gilbert | SWar | 9-23-85 | E½ of NW¼; NE¼ of SW¼ | 27 | 6S | 2W | 120 | 480.00 | 33 | 430 | 4-12-86 |
| Henry A. Graves | SWar | 9-15-85 | S½ of NW¼ | 11 | 9S | 3E | 80 | 160.00 | 33 | 433 | 4-15-86 |
| Chas. Uren | SWar | 8-18-85 | N½ of SW¼ | 11 | 9S | 3E | 80 | 160.60 | 33 | 439 | 4-15-86 |
| Urban Schneider | SWar | 9-23-85 | NE¼ of SW¼ | 3 | 9S | 2E | 40 | 100.00 | 33 | 441 | 4-17-86 |
| D. W. Craig | SWar | 10-21-85 | S part of S½ of SE¼ Sec. 9, south of river and NW¼ of NW¼ | 15 | 9S | 2E | 85 | 190.00 | 33 | 450 | 4-26-86 |
| J. P. Williams | SWar | 10-21-85 | S½ of NE¼ | 33 | 8S | 1E | 80 | 160.00 | 33 | 452 | 4-29-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Joseph Cox | SWar | 12-11-85 | NW¼ of NE¼ Sec. 17 & NW¼ of SW¼ | 9 | 9S | 2E | 80 | 180.00 | 33 | 463 | 5-5-86 |
| Meinrod Wall | SWar | 9-2-85 | E½ of SW¼ | 27 | 7S | 1E | 80 | 228.00 | 33 | 468 | 5-7-86 |
| Wm. Woodworth | SWar | 9-2-85 | N½ of NE¼ | 15 | 8S | 1E | 80 | 200.00 | 33 | 481 | 5-22-86 |
| Peter Rauch | SWar | 9-2-85 | SW¼ of NE¼ | 23 | 7S | 1E | 40 | 95.00 | 33 | 500 | 6-9-86 |
| Lester D. Leonard | SWar | 9-2-85 | W½ of SE¼ | 23 | 7S | 1E | 80 | 190.00 | 33 | 502 | 6-9-86 |
| Levin N. English | SWar | 10-21-85 | SE¼ of NW¼ & SW¼ of NW¼ | 33 | 8S | 1E | 80 | 160.00 | 33 | 510 | 6-16-86 |
| E. S. Brooks | SWar | 7-28-85 | NW¼ of NE¼ | 1 | 8S | 1E | 40.30 | 90.75 | 33 | 523 | 7-5-86 |
| Lewis Stout | SWar | 7-28-85 | Lots 1, 2, 3 & 4 | 11 | 9S | 1E | 151.28 | 214.47 | 33 | 550 | 9-2-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jessie L. Garey | SWar | 9-2-85 | NW¼ of SE¼ | 13 | 8S | 1E | 40 | 114.00 | 33 | 553 | 9-2-86 |
| Jacob Siegmund | SWar | 4-9-86 | SW¼ of SW¼ | 31 | 8S | 2E | 40.06 | 60.09 | 33 | 586 | 10-12-86 |
| Rodney W. Chase | SWar | 8-5-85 | Lot 2 | 21 | 5S | 1W | 17.95 | 81.00 | 33 | 594 | 10-15-86 |
| Ashel Bush | SWar | 8-10-85 | E½ of W½; NW¼ of NW¼; SW¼ of SW¼; NW¼ of NE¼ Sec. 23; SE¼ of SE¼ | 15 | 7S | 1E | 320 | 800.00 | 33 | 600 | 10-20-86 |
| August Shellberg | SWar | 7-12-86 | S½ of NW¼ | 5 | 9S | 2E | 80 | 160.00 | 33 | 603 | 10-20-86 |
| F. Hicks | SWar | 8-10-86 | E½ of SW¼ of NW¼ | 11 | 7S | 1W | 20 | 60.00 | 35 | 25 | 12-11-86 |
| J. B. Stump | SWar | 10-21-85 | N½ of NE¼ and Lots 6, 7, 8 & 9 | 35 | 9S | 4W | 191.31 | 430.45 | 35 | 44 | 12-22-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| David Gerking | SWar | 9-15-85 | E½ of NE¼ & NE¼ of SE¼ | 23 | 8S | 1E | 120 | 336.00 | 35 | 114 | 2-28-87 |
| F. M. Shepherd | SWar | 8-12-85 | SW¼ of NW¼; NW¼ of SW¼ | 35 | 6S | 1E | 80 | 180.00 | 35 | 157 | 3-30-87 |
| F. M. Shepherd | SWar | 8-12-85 | SE¼ of NW¼ | 35 | 6S | 1E | 40 | 100.00 | 35 | 161 | 3-30-87 |
| D. W. Craig | SWar | 2-9-87 | N½ of NE¼; NE¼ of NW¼ | 15 | 9S | 2E | 120 | 240.00 | 35 | 171 | 4-2-87 |
| John S. Hawkins | SWar | 9-14-86 | NE¼ of NW¼ | 1 | 7S | 1E | 40 | 120.00 | 35 | 176 | 4-6-87 |
| John S. Hawkins | SWar | 9-14-86 | E½ of NE¼ & NW¼ of NE¼ | 1 | 7S | 1E | 120 | 360.00 | 35 | 180 | 4-6-87 |
| Johann Otto | SWar | 2-9-87 | SE¼ of SE¼ | 13 | 7S | 1E | 40 | 100.00 | 35 | 193 | 4-12-87 |
| J. B. Hoffman | SWar | 1-15-87 | E½ of NW¼ | 13 | 7S | 1E | 80 | 200.00 | 35 | 196 | 4-13-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James A. Cox | SWar | 4-8-87 | NE¼ of SW¼ | 9 | 9S | 2E | 40 | 80.00 | 35 | 262 | 5-23-87 |
| James A. Cox | SWar | 3-9-87 | SE¼ of SW¼ | 9 | 9S | 2E | 40 | 80.00 | 35 | 265 | 5-23-87 |
| Marian A. McAllister | SWar | 4-8-87 | SW¼ of SE¼ & SE¼ of SW¼ | 13 | 8S | 1E | 80 | 240.00 | 35 | 269 | 5-26-87 |
| Corodon P. Thomas<br>Laura R. Smith;<br>J. C. Smith; | SWar | 9-2-85 | SW¼ of SE¼ | 7 | 6S | 1E | 40 | 100.00 | 35 | 279 | 6-1-87 |
| E. J. Rowland and L. L. Rowland | SWar | 5-11-87 | SE¼ of NW¼ | 7 | 7S | 2E | 40 | 133.00 | 35 | 335 | 7-16-87 |
| D. W. Craig | SWar | 7-13-87 | SW¼ of NW¼ | 15 | 9S | 2E | 40 | 90.00 | 35 | 378 | 8-27-87 |
| Richard S. Rice | SWar | 9-20-87 | SW¼ | 29 | 9S | 3E | 160 | 240.00 | 35 | 508 | 11-19-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| William T. Clark | SWar | 12-5-87 | S½ of SW¼ | 23 | 9S | 2E | 80 | 160.00 | 35 | 572 | 1-25-88 |
| William T. Clark | SWar | 12-5-87 | NW¼ of SW¼ | 23 | 9S | 2E | 40 | 92.60 | 35 | 576 | 1-25-88 |
| Frank U. Hull | SWar | 12-5-87 | SW¼ of NE¼ | 7 | 9S | 2E | 40 | 100.00 | 35 | 579 | 1-27-88 |
| John Heinz | SWar | 12-5-87 | W½ of NW¼ | 11 | 7S | 1E | 80 | 280.00 | 35 | 623 | 3-3-88 |
| Silas B. Shaw | SWar | 12-11-85 | NW¼ of SW¼ | 1 | 9S | 3E | 40 | 100.00 | 37 | 1 | 3-23-88 |
| Abraham H. Baker | SWar | 11-15-87 | SE¼ of NW¼ | 9 | 7S | 1E | 40 | 100.00 | 37 | 204 | 10-27-88 |
| Mrs. E. A. C. Debenport | SWar | 8-18-85 | NW¼ of NE¼ | 21 | 7S | 2E | 40 | 90.00 | 37 | 550 | 6-1-89 |
| Jos. Hutsby & Edmund Hunt | SWar | 4-9-86 | NW¼ of SE¼ | 23 | 9S | 2E | 40 | 100.00 | 37 | 629 | 7-16-89 |
| Peter Stephens | SWar | 7-28-85 | NW¼ of NW¼ | 9 | 9S | 2E | 40 | 79.00 | 44 | 490 | 1-3-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mathias Lilenthal | B&S | 2-28-91 | E½ of NE¼ | 27 | 7S | 1E | 80 | 200.00 | 47 | 71 | 3-18-91 |
| Clark Barzer | B&S | 2-28-91 | E½ of NE¼ | 3 | 9S | 3W | 80.89 | 404.45 | 47 | 103 | 3-28-91 |
| C. J. Seibel | B&S | 2-28-91 | SW¼ of NW¼ W½ of SW¼ & SE¼ of SE¼ | 23 | 8S | 1E | 160 | 640.00 | 47 | 111 | 4-1-91 |
| Douglas Minto | B&S | 2-28-91 | S½ of SE¼ | 25 | 9S | 3E | 80 | 200.00 | 47 | 118 | 4-2-91 |
| John W. Minto | B&S | 2-28-91 | S½ of SW¼ | 25 | 9S | 3E | 80 | 160.00 | 47 | 132 | 4-7-91 |
| J. U. Miller, Assignee | B&S | 2-28-91 | Lot 3 | 17 | 7S | 1W | 20.20 | 101.00 | 47 | 164 | 4-14-91 |
| Elmer Denny | B&S | 2-28-91 | NW¼ of NW¼ | 27 | 8S | 1E | 40 | 171.00 | 47 | 176 | 4-17-91 |
| J. E. Ray, Assignee | B&S | 2-28-91 | SE¼ of SE¼ | 25 | 9S | 2E | 40 | 120.00 | 47 | 248 | 5-19-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mahala Weatherford, Assignee | B&S | 2-28-91 | N½ of SE¼ | 17 | 9S | 3E | 80 | 180.00 | 47 | 265 | 5-21-91 |
| Julia A. Johns | B&S | 2-28-91 | SE¼ of SE¼ | 3 | 9S | 3E | 40 | 72.00 | 47 | 330 | 6-9-91 |
| August Zallner | SpWar | 12-5-87 | SE¼ of NW¼ & S½ of NE¼ | 9 | 9S | 2E | 120 | 270.00 | 47 | 539 | 1-5-92 |
| Joseph Hutsby | B&S | 2-28-91 | SE¼ of NW¼ | 23 | 9S | 2E | 40 | 80.00 | 47 | 605 | 2-9-92 |
| James W. Weatherford | B&S | 2-28-91 | S½ of SE¼ | 17 | 9S | 3E | 80 | 160.00 | 49 | 46 | 5-21-91 |
| Joseph S. Pollies, Assignee | B&S | 2-28-91 | SW¼ of NW¼ | 23 | 9S | 2E | 40 | 90.00 | 49 | 48 | 5-21-91 |
| George I. Hendricks, Assignee | B&S | 2-28-91 | NW¼ of SE¼ | 27 | 9S | 3E | 40 | 100.00 | 49 | 53 | 5-21-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| George I. Hendricks, Assignee | B&S | 2-28-91 | SW¼ of SE¼ | 27 | 9S | 3E | 40 | 100.00 | 49 | 56 | 5-25-91 |
| John C. McCrea | B&S | 2-28-91 | Lot 6 | 31 | 3S | 2W | 51.20 | 345.60 | 49 | 154 | 9-11-91 |
| James Connolly | B&S | 1-28-91 | E½ of SE¼ | 27 | 7S | 1E | 80 | 240.00 | 49 | 162 | 9-18-91 |
| Mary A. Gates | B&S | 2-28-91 | NE¼ of SE¼ | 27 | 9S | 3E | 40 | 100.00 | 49 | 278 | 10-26-91 |
| Viola Dunagan Murray | B&S | 9-30-91 | NE¼ of NE¼ | 11 | 7S | 1E | 40 | 100.00 | 49 | 299 | 11-5-91 |
| Nancy J. Johnson | B&S | 2-28-91 | W½ of SE¼ & NE¼ of SW¼ | 21 | 8S | 1E | 120 | 300.00 | 49 | 329 | 11-20-91 |
| John M. Howell | B&S | 11-16-91 | Lots 11 & 12 | 17 | 9S | 1E | 69.19 | 172.97 | 49 | 342 | 11-20-91 |
| O. L. Parmelee | B&S | 12-21-91 | NE¼ of SW¼ | 27 | 9S | 3E | 40 | 100.00 | 49 | 448 | 12-30-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John J. Dabenport | B&S | 2-28-91 | E½ of NE¼ | 21 | 7S | 2E | 80 | 200.00 | 49 | 489 | 1-30-92 |
| Madison A. Hoffman | B&S | 2-28-91 | W½ of SW¼ | 15 | 8S | 1E | 80 | 240.00 | 49 | 532 | 3-3-92 |
| George Leslie | SpWar | 10-5-87 | E½ of SE¼ | 5 | 8S | 1E | 80 | 200.00 | 49 | 553 | 3-21-92 |
| Santiam Lumbering Co. | QCL | 3-14-92 | W½ of NE¼ & E½ of NW¼ | 29 | 9S | 3E | 160 | 560.00 | 49 | 615 | 5-7-92 |
| J. E. Sorbin | B&S | 6-29-89 | SE¼ of SE¼ Sec 27, NW¼ of NW¼ | 35 | 9S | 3E | 80 | 280.00 | 51 | 82 | 5-27-92 |
| J. E. Sorbin | QCL | 3-14-92 | SE¼ of NE¼ | 27 | 9S | 3E | 40 | 140.00 | 51 | 85 | 5-27-92 |
| J. E. Sorbin | QCL | 3-14-92 | NE¼ of NE¼ | 27 | 9S | 3E | 40 | 140.00 | 51 | 89 | 5-27-92 |
| Charles W. McCowan | SpWar | 2-9-87 | N½ of NW¼ | 17 | 9S | 2E | 80 | 200.00 | 51 | 175 | 7-5-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. J. Seibel | SpWar | 3-14-92 | W½ of SE¼ & E½ of SW¼ | 23 | 8S | 1E | 160 | 640.00 | 51 | 288 | 9-5-92 |
| Thomas M. Dunagan Jr., Ass. | B&S | 9-5-92 | W½ of SW¼ | 1 | 7S | 1E | 80 | 240.00 | 51 | 398 | 10-10-92 |
| Colman Bennett | B&S | 11-19-92 | NW¼ of NW¼ "reserving a piece of land 295 feet square in the SE corner of said NW¼ of NW¼ and containing two acres which was sold and conveyed by this Company to School Dist. No. 85 Aug. 17, 1876. | 23 | 8S | 1E | 38 | 100.00 | 51 | 566 | 12-5-92 |
| Mrs. D. M. Evans | SpWar | 6-29-89 | Lot 1 | 25 | 7S | 2W | 27 | 135.00 | 53 | 2 | |
| John Quinn | Q.CL | 3-14-92 | SW¼ of NW¼ | 1 | 9S | 3E | 40 | 120.00 | 53 | 91 | 8-8-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. W. McAfee, Assignee | B&S | 2-28-91 | N½ of NW¼ | 1 | 9S | 3E | 83.60 | 167.20 | 53 | 299 | 1-31-93 |
| Mathias Johnson | SpWar | 3-14-92 | SW¼ of NW¼ | 27 | 7S | 1E | 40 | 114.00 | 53 | 342 | 2-18-93 |
| Robert Reid | SpWar | 2-26-80 | N½ of NW¼ | 27 | 7S | 1E | 80 | 180.00 | 53 | 346 | 2-18-93 |
| D. B. Smith | B&S | 11-9-92 | SE¼ of SW¼ | 27 | 9S | 3E | 40 | 100.00 | 53 | 370 | 2-25-93 |
| D. A. Vangorder | B&S | 2-24-93 | W½ of SW¼ & SE¼ of SW¼ | 1 | 8S | 1E | 120 | 300.00 | 53 | 477 | 4-29-93 |
| Thomas M. Dunagan, Jr. | B&S | 2-24-93 | SW¼ of NW¼ NE¼ of SW¼ | 1 | 7S | 1E | 80 | 240.00 | 53 | 480 | 5-4-93 |
| Wm. Murray | B&S | 2-28-91 | NE¼ of NW¼ NW¼ of NE¼ | 35 | 6S | 1E | 80 | 200.00 | 53 | 596 | 7-17-93 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. M. Beok | B&S | 3-14-92 | Lots 1 & 2 | 27 | 6S | 3W | 30.48 | 550.00 | 55 | 15 | 3-10-93 |
| Louis V. Allen | B&S | 2-28-91 | N½ of SE¼ | 15 | 8S | 1E | 80 | 200.00 | 55 | 111 | 3-29-93 |
| A. H. Coleman & G. A. Coleman, Ass. | B&S | 11-9-92 | W½ of NE¼ SE¼ of NE¼ E½ of NW¼ | 11 | 7S | 1E | 200 | 500.00 | 55 | 147 | 5-4-93 |
| W. E. M. McAfee | B&S | 2-28-91 | W½ of NW¼ | 15 | 9S | 3E | 80 | 160.00 | 55 | 150 | 5-13-93 |
| Elmer Denny | SpWar | 3-14-92 | SW¼ of NW¼ | 27 | 8S | 1E | 40 | 152.00 | 55 | 195 | 6-19-93 |
| E. S. Spencer, Ass. | B&S | 5-8-93 | NW¼ of SW¼ | 27 | 9S | 3E | 40 | 100.00 | 55 | 302 | 9-5-93 |
| Frank B. Beringer | SpWar | 9-23-85 | SE¼ of NE¼ | 7 | 9S | 2E | 40 | 100.00 | 56 | 73 | 1-10-94 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Adelhelm Odermott | B&S | 11-14-93 | E ½of NE¼ & NE¼ & N½ of NW¼ | 13<br>19 | 7S<br>7S | 1E<br>2E | 640.18 | 1602.95 | 56 | 430 | 10-3-94 |
| Adelhelm Odermott | B&S | 11-14-93 | All Sec. &<br>All Sec. 31;<br>SW¼ of NW¼<br>& Lots 3 & 4 | 25<br><br><br>19 | 7S<br><br><br>7S | 1E<br><br><br>2E | 1407.29 | 3875.55 | 56 | 427 | 10-3-94 |
| W. J. Humphreys, Assignee | B&S | 8-3-91 | NW¼ of SE¼ | 3 | 8S | 1E | 40 | 100.00 | 56 | 472 | 11-21-94 |
| Wm. J. Humphreys, Assignee | B&S | 2-28-91 | NE¼ of SE¼ | 3 | 8S | 1E | 40 | 100.00 | 56 | 476 | 11-21-94 |
| J. W. Fidler, Asa. | B&S | 6-18-94 | W½ of SW¼ | 35 | 9S | 3W | 80 | 400.00 | 56 | 500 | 12-15-94 |
| James Franch | SpWar | 7-28-85 | W½ of SE¼ | 27 | 7S | 1E | 80 | 200.00 | 56 | 594 | 7-25-95 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| E. F. Watson & A. P. Watson, Ass. | B&S | 11-14-93 | SE¼ of SW¼ | 11 | 8S | 1E | 40 | 120.00 | 58 | 135 | 5-3-94 |
| Willis M. Dunagan | B&S | 4-30-94 | S½ of SE¼ | 35 | 6S | 1E | 80 | 240.00 | 58 | 276 | 8-22-94 |
| Benedict Gottswald, Assignee | B&S | 1-29-94 | W½ of SW¼ | 27 | 7S | 1E | 80 | 240.00 | 58 | 537 | 2-26-95 |
| S. B. Ormsby | B&S | 7-3-93 | NW¼ of NW¼ | 13 | 8S | 1E | 40 | 120.00 | 58 | 633 | 4-9-95 |
| S. B. Ormsby | B&S | 7-3-93 | NE¼ of NW¼ | 13 | 8S | 1E | 40 | 120.00 | 58 | 636 | 4-9-95 |
| G. W. Epler, Ass. | B&S | 5-6-95 | N½ of NE¼ | 31 | 9S | 4E | 80 | 200.00 | 62 | 225 | 6-13-95 |
| Aldelhelm Odermott, Assignee | B&S | 2-24-93 | W½ of SE¼ | 13 | 7S | 1E | 80 | 200.00 | 62 | 426 | 12-4-95 |
| John Plueard | B&S | 2-24-93 | SW¼ of SE¼ | 25 | 6S | 1E | 40 | 100.00 | 62 | 443 | 12-13-95 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Andrew Plueard | B&S | 11-9-92 | S½ of SW¼ | 25 | 6S | 1E | 80 | 200.00 | 62 | 447 | 12-13-95 |
| Eugenie Gillingham | Q.CL | 3-14-92 | NE¼ of NE¼ | 13 | 9S | 2E | 40 | 133.00 | 62 | 617 | 4-27-96 |
| Daniel H. Jory | B&S | 5-11-96 | Lot 3 | 23 | 8S | 4W | 33.34 | 100.00 | 63 | 376 | 9-5-96 |
| C. D. Snyder, Ass. | B&S | 2-24-93 | S½ of SE¼ & SE¼ of SW¼ | 15 | 9S | 2E | 120 | 300.00 | 63 | 406 | 10-1-96 |
| F. B. Berringer | B&S | 7-1-95 | NE¼ of NE¼ | 7 | 9S | 2E | 40 | 100.00 | 63 | 425 | 10-15-96 |
| John Moser | B&S | 3-14-92 | Lots 3 & 4 & W½ of SE¼ | 33 | 6S | 1E | 89.40 | 382.20 | 63 | 576 | 4-14-97 |
| John Schumacher | Q.CL | 5-6-95 | SE¼ of SE¼ | 19 | 9S | 3E | 40 | 160.00 | 63 | 629 | 5-18-97 |
| Frank Enz | Q.CL | 11-9-92 | SW¼ of NE¼ | 31 | 6S | 2E | 40 | 140.00 | 63 | 632 | 5-21-97 |
| Frank Enz | Q.CL | 9-5-92 | NW¼ of NE¼ NW¼ of SE¼ | 31 | 6S | 2E | 80 | 320.00 | 63 | 634 | 5-21-97 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| George Thomas Moisan | Q.CL | 2-15-97 | Lots 6 & 7 | 9 | 10S | 2W | 49.05 | 99.50 | 66 | 172 | 3-8-97 |
| George W. Morley | B&S | 5-6-95 | SW¼ of NE¼ | 35 | 6S | 1E | 40 | 120.00 | 66 | 444 | 11-30-97 |
| S. B. Ormsby | B&S | 12-20-97 | NE¼ of SW¼ | 13 | 8S | 1E | 40 | 160.00 | 66 | 493 | 1-4-98 |
| Thomas Kaeneka | QCL | 5-11-96 | W½ of NE¼ & E½ of NW¼ | 19 | 9S | 3E | 160 | 560.00 | 66 | 503 | 1-12-98 |
| A. B. Kenworthy | B&S | 11-8-97 | SE¼ of SW¼ | 31 | 6S | 2E | 40 | 100.00 | 66 | 520 | 1-15-98 |
| August Zimmerman | SpWar | 2-2-86 | NE¼ of NE¼ Sec. 9 & SW¼ of SW¼ | 3 | 9S | 2E | 80 | 160.00 | 66 | 526 | 1-22-98 |
| G. L. Vinton | QCL | 2-15-97 | N½ of SE¼ of NW¼ | 13 | 6S | 2W | 20 | 200.00 | 66 | 532 | 1-24-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S. M. Ormsby | QCL | 1-18-98 | S½ of NW¼ | 13 | 8S | 1E | 80 | 320.00 | 68 | 18 | 2-5-98 |
| J. D. Wirth | QCL | 4-11-98 | NE¼ofSW¼& NW¼ of SE¼ | 11 | 8S | 1E | 80 | 320.00 | 68 | 117 | 5-27-98 |
| Elisabeth A. Quimby | QCL | 11-8-97 | N½ of SE¼ | 25 | 9S | 2E | 80 | 280.00 | 68 | 205 | 7-26-98 |
| G. W. Watt & H. A. Thomas | QCL | 6-6-98 | NE¼ of NE¼ | 35 | 6S | 1E | 40 | 140.00 | 68 | 212 | 7-27-98 |
| G. W. Watt & H. A. Thomas | QCL | 6-6-98 | SE¼ of NE¼ | 35 | 6S | 1E | 40 | 140.00 | 68 | 215 | 7-27-98 |
| W. H. Adair | QCL | 6-6-98 | NW¼ of NW¼ | 1 | 7S | 1E | 41.09 | 123-27 | 68 | 240 | 8-18-98 |
| J. B. Lehman | QCL | 12-12-98 | W½ of SW¼ | 13 | 8S | 1E | 80 | 320.00 | 68 | 530 | 2-11-99 |
| S. T. Arnold, E. F. & Hattie P. Watson | QCL | 12-12-98 | S½ of SE¼ | 11 | 8S | 1E | 80 | 320.00 | 68 | 583 | 2-25-99 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. E. J. Rowland | QCL | 11-8-97 | NE¼ of SE¼ | 35 | 6S | 1E | 40 | 140.00 | 68 | 626 | 3-18-99 |
| Sarah Jane Taylor | QCL | 12-12-98 | SE¼ of SW¼ | 17 | 9S | 3E | 40 | 140.00 | 68 | 629 | 3-18-99 |
| Nicholas Mills | QCL | 11-8-97 | E½ of NE¼ N½ of SE¼ | 29 | 9S | 3E | 160 | 560.00 | 70 | 186 | 5-3-99 |
| John A. Shaw | QCL | 4-3-99 | SW¼ of NW¼ | 29 | 9S | 3E | 40 | 180.00 | 70 | 226 | 5-24-99 |
| Harden McCallister | QCL | 10-9-99 | SE ¼of NE¼ | 23 | 7S | 1E | 40 | 160.00 | 70 | 417 | 12-12-99 |
| Marie Benett | QCL | 8-21-99 | SW¼ of SW¼ | 7 | 7S | 2E | 39.23 | 137.30 | 70 | 489 | 1-29-00 |
| J. W. Hobart | B&S | 3-19-00 | SE¼ of SW¼ | 35 | 6S | 1E | 40 | 90.00 | 70 | 558 | 3-31-00 |
| John A. Shaw | QCL | 4-3-99 | NW¼ of NW¼ | 29 | 9S | 3E | 40 | 180.00 | 74 | 17 | 5-24-99 |
| Oliver Butler | B&S | 4-3-99 | E½ of NE¼ NE¼ of SE¼ | 27 | 8S | 1E | 120 | 480.00 | 74 | 90 | 6-27-99 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. Y. Byron | B&S | 5-1-99 | N½ of SE¼ NE¼ of SW¼ | 15 | 9S | 2E | 120 | 240.00 | 74 | 259 | 1-8-00 |
| Addie M. Eggleston | QCL | 4-23-00 | E½ of SW¼ | 21 | 7S | 2E | 80 | 200.00 | 74 | 364 | 6-26-00 |
| William Henry Udy Leonie A. Udy (his wife) | QCL | 5-28-00 | SW¼ of NW¼ | 27 | 9S | 3E | 40 | 190.00 | 74 | 412 | 8-7-00 |
| William Henry Udy & Leonie A. Udy | QCL | 5-28-00 | NW¼ of NW¼ | 27 | 9S | 3E | 40 | 190.00 | 74 | 410 | 8-7-00 |
| Edward P. Lorigan | QCL | 10-29-00 | SW¼ | 29 | 7S | 2E | 160 | 480.00 | 74 | 536 | 12-27-00 |
| Arnold Wink | B&S | 3-14 92 | N½ of SE¼ | 25 | 9S | 3E | 80 | 240.00 | 76 | 14 | 8-2-00 |
| Edward S. Nicholson | QCL | 5-28-00 | NE¼ | 29 | 7S | 2E | 160 | 480.00 | 76 | 108 | 10-29-00 |
| Charles M. Lorigan | QCL | 5-28-00 | NW¼ | 29 | 7S | 2E | 160 | 720.00 | 76 | 106 | 10-29-00 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. J. Small | QCL | 2-18-01 | SE¼ of SE¼ | 11 | 9S | 2E | 40 | 200.00 | 76 | 346 | 6-1-01 |
| G. M. Allison | QCL | 5-28-00 | Lot 3 | 13 | 5S | 3W | 18.65 | 75.00 | 78 | 26 | [illegible]-23-01 |
| W. H. Brown | QCL | 6-10-01 | NW¼ of SE¼ | 11 | 9S | 3E | 40 | 140.00 | 78 | 62 | 8-13-01 |
| William Brinkmeyer | QCL | 12-17-00 | Lot 3 | 25 | 7S | 1W | 14.90 | 89.40 | 78 | 110 | 9-28-01 |
| Charles G. Forster | QCL | 7-29-01 | All Sec. | 1 | 8S | 3E | 642.08 | 4018.00 | 78 | 132 | 10-17-01 |
| O. H. Billinger | QCL | 10-21-01 | SW¼ of NE¼ | 1 | 7S | 1E | 40 | 140.00 | 78 | 295 | 1-14-02 |
| O. H. Billinger | QCL | 10-21-01 | E½ of SE¼ | 1 | 7S | 1E | 80 | 280.00 | 78 | 297 | 1-14-01 |
| Carl Jensen | QCL | 4-8-01 | NE¼ of NW¼ | 21 | 7S | 2E | 40 | 140.00 | 78 | 315 | 1-28-02 |
| Willamette Paper & Pulp Co. | QCL | 5-1-02 | Lot 1 | 13 | 9S | 1W | 36.39 | 181.95 | 78 | 465 | 6-23-02 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hildegard Bartos | QCL | 12-17-00 | NW¼ of SW¼ | 25 | 9S | 3E | 40.00 | 140.00 | 81 | 143 | 7-7-02 |
| John Hostetter, Ass. | B&S | 12-12-98 | W½ of NE¼ E½ of NW¼ | 23 | 8S | 1E | 160 | 414.00 | 81 | 197 | 7-28-02 |
| David and Mary McKillop, Ass. | B&S | 10-21-01 | NE¼ of SW¼ | 35 | 6S | 1E | 40 | 160.00 | 81 | 274 | 9-3-02 |
| Mrs. E. A. Quimby | QCL | 9-8-02 | NE¼ of SE¼ | 9 | 9S | 3E | 40 | 120.00 | 81 | 520 | 2-3-03 |
| Clarence Brown | QCL | 3-14-92 | N½ of SE¼ SE¼ of NE¼ | 29 | 9S | 4E | 120 | 300.00 | 81 | 525 | 2-6-03 |
| J. W. Hobart | B&S | 10-6-02 | NW¼ of SW¼ SW¼ of NW¼ | 23 | 7S | 1E | 80 | 200.00 | 81 | 611 | 3-6-03 |
| John Greer | B&S | 3-2-03 | Lot 3 | 13 | 9S | 1W | 18.45 | 23.03 | 83 | 35 | 4-3-03 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lee Brown & Sons | QCL | 6-12-99 | Lot 2 | 13 | 9S | 1W | 32.05 | 176.25 | 83 | 110 | 5-2-03 |
| P. H. Brown | QCL | 2-2-03 | E½ of NE¼ Lots 9 & 10 | 9 | 8S | 1E | 98.16 | 343.56 | 83 | 206 | 6-24-03 |
| Joseph Peters | QCL | 9-8-02 | SW¼ of SW¼ | 23 | 9S | 3E | 40 | 140.00 | 83 | 408 | 10-7-03 |
| C. F. A. Huebner | SpWar | 9-23-85 | SE¼ of SE¼ | 3 | 9S | 2E | 40 | 50.00 | 83 | 609 | 6-28-04 |
| C. F. A. Huebner | SpWar | 9-23-85 | SW¼ of SE¼ SE¼ of SW¼ | 3 | 9S | 2E | 80 | 120.00 | 83 | 612 | 6-28-04 |
| George A. Spencer | QCL | 4-11-98 | SE¼ of NW¼ | 27 | 9S | 3E | 40 | 140.00 | 87 | 188 | 4-15-04 |
| Edward S. Porter, Ass. | B&S | 6-10-01 | NE¼ of NW¼ | 9 | 7S | 1E | 40 | 160.00 | 87 | 290 | 6-1-04 |
| Joseph M. Healy | B&S | 3-7-04 | N½ of SE¼ of | 21 | 9S | 2E | 64 | 192.00 | 87 | 292 | 6-2-04 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| and Willard P. Hawley, Ass. | B&S | 3-7-04 | SE¼ & NE¼ of SE¼ | | | | | | | | |
| Willis H. Gilbert, Trustee | QCL | 1-4-04 | S½; S½ of N½; NE¼ of NE¼; All Secs. 15, 21, 23, 25, 27, E½ | 13 | 8S | 2E | 5866.60 | 58666.00 | 87 | 311 | 6-9-04 |
| | | | N½ Sec. 33; N½ of N½ Sec. 35 N½ Sec. 11; N½ of SW ¼ & N½ of SE¼ W½ of NW¼ Sec. 27; N½; N½ of SW¼ | 29 | 8S | 3E | | | | | |
| | | | | 23 | | | | | | | |
| | | | | 29 | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Willis H. Gilbert, Trustee | QCL | 1-4-04 | S½ Sec. 27; All Secs. 29, 31, 33, | 35 | 7S | 3E | 8030.21 | 48181.00 | 87 | 314 | 6-9-04 |
| | | | All Secs. 3, 5, 7, 9, 15, 17, 19, 21 | | 8S | 3E | | | | | |
| Willis H. Gilbert, Trustee | QCL | 10-6-02 | S½ | 11 | 8S | 3E | 320 | 3650.00 | 87 | 317 | 6-9-04 |
| R. N. Scism | QCL | 2-8-04 | NE¼ of SW¼ | 7 | 7S | 2E | 40 | 120.00 | 87 | 324 | 6-18-04 |
| J. L. Calvert | B&S | 5-1-02 | Lot 6 | 5 | 5S | 1W | 15.25 | 281.40 | 87 | 499 | 10-24-04 |
| Gustav Faber | QC | 2-12-00 | NE¼ of NE¼ | 19 | 9S | 3E | 40 | 152.00 | 87 | 595 | 12-7-04 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W. S. Mott | QC | 12-14-03 | N½ of SW¼ NW¼ and E½ | 23 | 9S | 3E | 560 | 2059.00 | 90 | 21 | 9-10-04 |
| Herbert A. Brown | B&S | 12-1-02 | S½ of NE¼ | 15 | 8S | 1E | 80 | 400.00 | 90 | 27 | 9-16-04 |
| Paschall Paquette | B&S | 9-30-91 | NE¼ of NW¼ | 25 | 6S | 1E | 40 | 100.00 | 90 | 356 | 4-28-05 |
| L. J. Adams, Admr. Estate of John Lichty | QCL | 9-19-05 | E½ and E½ of W½; Lot 2 | 33 | 7S | 1E | 509.85 | 1274.62 | 92 | 346 | 4-5-06 |
| Lee Brown & Sons | QCL | 11-8-05 | NE¼ of NW¼ & S½ of N½ | 35 | 8S | 1E | 200 | 800.00 | 92 | 450 | 5-31-06 |
| H. Trinwith | QCL | 6-6-98 | SE¼ of SE¼ | 29 | 9S | 4E | 40 | 120.00 | 96 | 154 | 11-3-06 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. E. Sorbin | Ctf | 12-10-87 | SE¼ of SE¼ Sec. 27; NW¼ of NW¼ | 35 | 9S | 3E | 80 | 280.00 | 37 | 584 | 6-20-89 |
| J. E. Farmer | Ctf | 3-26-89 | SW¼ of NE¼ SE¼ of NW¼; SW¼ of SE¼ | 25 | 9S | 2E | 120 | 420.00 | 40 | 1 | 7-17-89 |
| Clarence Brown | Ctf | 8-12-90 | N½ of SE¼ SE¼ of NE¼ | 29 | 9S | 4E | 120 | 400.00 | 44 | 134 | 8-13-90 |
| J. E. Ray | Ctf | 9-22-90 | SE¼ of SE¼ | 25 | 9S | 2E | 40 | 120.00 | 44 | 209 | 9-23-90 |
| Elmer Denny | Ctf | 10-18-90 | SW¼ of NW¼ | 27 | 8S | 1E | 40 | 152.00 | 44 | 270 | 10-24-90 |
| Elmer Denny | Ctf | 10-18-90 | NW¼ of NW¼ | 27 | 8S | 1E | 40 | 171.00 | 44 | 272 | 10-27-90 |

vs. The United States

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. J. Seibel | Ctf | 1-30-91 | SW¼ of NW¼<br>W½ of SE¼<br>SE¼ of SE¼<br>& SW¼ | 23 | 8S | 1E | 320 | 1280.00 | 44 | 572 | 2-2-91 |
| George Lesley | Ctf | 9-1-87 | E½ of SE¼ | 5 | 8S | 1E | 80 | 200.00 | 47 | 167 | 4-14-91 |
| Arnold Wink | Ctf | 6-23-91 | N½ of SE¼ | 25 | 9S | 3E | 80 | 240.00 | 51 | 124 | 6-9-92 |
| Jas. W. Fidler | Ctf | 5-16-94 | W½ of SW¼ | 35 | 9S | 3W | 80 | 400.00 | 58 | 335 | 10-5-94 |
| E. S. Brooks | QCD | 11-9-96 | NW¼ of SE¼ | 35 | 34S | 4W | 40 | 100.00 | 32 | 485 | |
| Albert C. Hopkins | QCD | 12-20-97 | NE¼ & S½ Sec. 25, NE¼ of NE¼ | 27 | 39S | 4E | 840 | 6300.00 | 34 | 42 | |
| | | | E½ | 33 | 39S | 5E | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Carr | QCD | 12-26-99 | Lot 3 | 29 | 37S | 1W | 5.50 | 220.00 | 38 | 27 | |
| The Collie Dog Mining & Milling Co. | QCD | 4-23-00 | W½ of NE¼ | 7 | 33S | 1E | 80 | 200.00 | 38 | 40 | |
| Charles R. Ray | QCD | 5-28-00 | Lots 1 & 4 | 33 | 36S | 3W | 64.62 | 161.55 | 38 | 42 | |
| G. S. Butler | QCD | 2-12-00 | SW¼ of SW¼ | 31 | 38S | 3E | 123-37 | 534.43 | 38 | 93 | |
| | | | N½ of NW¼ | 1 | 39S | 2E | | | | | |
| L. A. Lewis | QCD | 12-26-01 | NW¼ofSW¼& E½ of NW¼ | 5 | 34S | 4W | 123.77 | 293.95 | 38 | 90 | |

A. L. Mills, Trustee for himself L. A. Lewis, Geo. Sorenson &

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Record Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. D. Wilcox | QCD | 3-11-02 | Lots 1, 2, 3, 4 Sec. 7, Lots 1, 2, 3, 4, Sec. 19, Lots 1, 2, 3, 4 Sec. 31, Tp. 18, S R 2 E, S½ of SW¼ Sec. 15 Tp 37, S R 4 E, N½ of SE¼ of NW¼ & SW¼ of SE¼ of NW¼ & SW¼ of NW¼ & S½ & Lots 1 & 2 Sec. 27, Lot 2 & S½ of NE¼, & NW¼ & S½ Sec. 29, All Sec. 31, All Sec. 33, W½ Sec. | | 40S | 1E | 7550.37 | 1.00 | 38 | 100 | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 35, Tp 39 R 1 E, NE¼ & W½ Sec. 11, All Sec. 5, All Sec. 7, All Sec. 9, All Sec. 15, All Sec. 17. | | | | | | | | |
| Charles R. Ray | | 5-1-02 | Lot 1 | 13 | 36S | 3W | 21.16 | 75.00 | 38 | 107 | |
| George Van Tassel | QCD | 2-3-02 | NE¼ of NW¼ | 23 | 39S | 2E | 40 | 120.00 | 38 | 116 | |
| Fish Lake Water Co. | QCD | 1-5-03 | Rt of Way 50 ft wide across Sec. 9 to Line Bet. NW¼ & SW¼ of NE¼ | 15 | 36S | 1E | 5.75 | 7.25 | 38 | 135 | |
| H. W. Jackson & I. L. Hamilton | QCD | 5-9-04 | SE¼ of SW¼ | 35 | 33S | 1W | 40 | 250.00 | 38 | 177 | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| H. W. Jackson & I. L. Hamilton | QCD | 5-9-04 | SW¼ of SE¼ | 35 | 33S | 1W | 40 | 500.00 | 38 | 178 | |
| Ashland Mfg. Co. | QCD | 12-14-03 | W½ of NW¼ SE¼ of NW¼ & SW¼ (And other lands) | 7 | 40S | 2E | 262.88 | 657.20 | 38 | 185 | |
| Big Bend Milling Co. | QCD | 2-9-06 | (NW¼ of NE¼ | 23 | 34S | 1E | 31610.00 | 5921.89 | 56 | 382 | |
| John A. Lewman | QCD | 12-14-03 | NE¼ of SW¼ | 7 | 38S | 4W | 40.00 | 120.00 | 38 | 206 | |

Transfers on pages 7 and 8, for which no dates of record are given, are not recorded in Marion County; but the same transfers appear in the Jackson County List, with dates of record shown.

A. W. REES.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mathias Bauer | Special Warranty | 2-1-81 | N½ of NW¼ of NW¼ | 3 | 6S | 1W | 19.45 | 77.80 | 26 | 269 | 2-9-81 |
| Adelhelm Odermott | Bargain Sale | 11-14-93 | E½ of NE¼ S½ Sec. 17; | 13 | 7S | 1E | 641.18 | 1602.95 | 56 | 430 | 10-3-94 |
| | | | NE¼;N½ofNW¼ | 19 | 7S | 2E | | | | | |
| Dewitt C. Remington | Cont | 2-22-71 | S½ of NW¼ N½ of SW¼ | 3 | 7S | 1E | 160 | 200.00 | 14 | 242 | 2-7-72 |
| Johann F. B. Jaeger | Cont | 5-12-76 | Lot No. 6 | 31 | 3S | 2W | 51.02 | 384.68 | 21 | 31 | 5-16-76 |
| Clark Barzee | Cont | 11-11-78 | E½ of NE¼ | 3 | 9S | 3W | 80.89 | 404.45 | 24 | 245 | 9-16-79 |
| Joseph Peters | Cont | 5-15-90 | SW¼ of SW¼ | 23 | 9S | 3E | 40 | 140.00 | 51 | 490 | 11-5-92 |
| Jane Peters | Cont | 11-6-90 | SE¼ of SW¼ | 23 | 9S | 3E | 40 | 220.00 | 51 | 493 | 11-5-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Ancil B. Kenworthy | Cont | 12-2-82 | SE¼ of SW¼ | 31 | 6S | 2E | 40 | 100.00 | 51 | 594 | 12-9-92 |
| John Steninger | Cont | 4-2-92 | W½ of NW¼ | 33 | 7S | 2E | 80 | 260.00 | 62 | 147 | 6-18-95 |
| Samuel Pitney | Cont | 5-27-99 | Lot 3 | 33 | 7S | 1E | 29.75 | 104.12 | 92 | 477 | 6-13-06 |

State of Oregon )
County of Marion )ss.

I hereby certify that the foregoing nine sheets correctly show the Record Book and Page, and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 21, 1912.

A. EUGENE AUFRANC,

(Seal.) County Recorder of Marion County, Oregon.

By W. R. CLARKE, Deputy.

LINCOLN COUNTY, OREGON.

Clerk's Office
Lincoln County
R. H. Howell, Clerk
Toledo, Oregon.

August 21, 1912.

A. W. Rees, Esq.,
Land Commissioner, O. & C. R. R.
Portland, Oregon.

Dear Sir:—I enclose herewith Sheet for this County: You will notice I have made a note as to the name of "Timm" this is the proper name, and is indexed under that name; although the deed is recorded as Finn: the subsequent deeds, however, passes as Timm, and after his death all the heirs at law signs as "Timm": This matter may not be material, but prefer to mention same.

I go to Corvallis on the 1:30 train this afternoon and arrive there some time this evening.

Very truly yours,

W. J. WALL.

*vs. The United States*

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List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Lincoln County, Oregon, prior to November 15, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Z. H. Davis | B&S | 11-15-87 | NW¼ of NE¼ | 17 | 12S | 8W | 40 | 80.00 | G | 257 | 1-4-38 |
| Oscar Tom | B&S | 2-28-91 | NE¼ of NW¼ | 1 | 14S | 9W | 40 | 80.00 | M | 159 | 5-30-91 |
| Robert L. Feagle | B&S | 2-28-91 | E½ of SE¼ | 7 | 12S | 8W | 200 | 400.00 | M | 170 | 6-5-91 |
| | | | E½ of SE¼ | 19 | 12S | 8W | | | | | |
| | | | SE¼ of NE¼ | | | | | | | | |
| B. S. Hoover | SpW | 7-28-85 | Lot 1 | 1 | 14S | 9W | 39.77 | 59.65 | M | 241 | 8-17-91 |
| J. Hartwell Skinner, Assignee of Lydia L. January | B&S | 8-3-91 | W½ of NW¼ | 23 | 12S | 8W | 80 | 200.00 | M | 384 | 11-9-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jonathan January | B&S | 2-28-91 | NE¼ of NW¼ & NE¼ | 23 | 12S | 8W | 200 | 400.00 | N | 60 | 3-21-92 |
| Robert B. Trenholm | B&S | 2-28-91 | NE¼ of SW¼ SE¼ of NW¼ | 1 | 14S | 9W | 80 | 160.00 | 1 | 137 | 7-31-93 |
| Franklin Chambers, Assignee of Connor & Crosno | B&S | 2-28-91 | SW¼ | 7 | 12S | 8W | 160.24 | 320.48 | 3 | 289 | 12-18-95 |
| F. Chambers, Assignee of Jackson Chambers | B&S | 9-30-91 | W½ of SE¼ | 7 | 12S | 8W | 80 | 160.00 | 3 | 292 | 12-18-95 |
| Sol King, Assignee of Lorenzo W. Mulvaney | B&S | 10-15-94 | SE¼ | 15 | 12S | 8W | 160 | 320.00 | 4 | 333 | 1-6-98 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Thomas Learmont | SpW | 8-12-85 | W½ of SW¼ | 9 | 12S | 8W | 80 | 160.00 | 4 | 438 | 5-13-98 |
| James H. Claunch | QC | 4-7-02 | E½ of SW¼ NW¼ of SE¼ | 1 | 15S | 9W | 120 | 420.00 | 11 | 358 | 1-5-03 |
| B. S. Hoover | Ctf | 5-24-81 | Lot 1 | 1 | 14S | 9W | 39.77 | 59.55 | C | 94 | 9-30-82 |
| J. Hartwell Skinner | Ctf | 7-13-91 | W½ of NW¼ | 23 | 12S | 8W | 80 | 200.00 | M | 362 | 10-28-91 |
| Hans Finn | Ctf | 5-27-93 | NW¼ of SE¼ | 5 | 12S | 8W | 40 | 100.00 | 3 | 155 | 5-4-95 |
| Robert L. Feagles | Ctf | 3-28-90 | E½ of SE¼ | 7 | 12S | 8W | | | | | |
| | | | E½ of SE¼ & SE¼ of NE¼ | 19 | 12S | 8W | 200 | 400.00 | 1Mcs | 160 | 3-27-90 |
| | | | | | | | | For Benton Co. | | | |

State of Oregon )
County of Lincoln )ss.

I hereby certify that the foregoing sheet correctly shows the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 21, 1912.

R. H. HOWELL,

(Seal.) County Recorder of Lincoln County, Oregon.

## BENTON COUNTY, OREGON.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Benton County, Oregon, prior to February 15, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| F. A. Chenoweth | Ctf | 2-1-82 | E½ of NE¼ Lot 1 & 2 | 13 | 10S | 6W | 154.78 | 309.56 | N | 628 | 2-2-82 |
| J. B. Lee & Thomas Graham | Ctf | 8-1-89 | N½; SW¼; NE¼ of SE¼, S½ of SE¼ | 17 | 14S | 8W | 600 | 690.00 | 28 | 167 | 6-19-90 |
| C. H. Hull | Ctf | 5-15-88 | S½ of SE¼ Lots 1 & 2 | 13 | 14S | 8W | 124.68 | 187.02 | 28 | 206 | 7-23-90 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Annie E. Laws | Ctf | 4-28-88 | All | 11 | 15S | 6W | 640 | 640.00 | 28 | 319 | 9-17-90 |
| J. B. Lee & Thomas Graham | Deed | 2-28-91 | S½ of SE¼ NE¼ of SE¼ SW¼; N½ | 17 | 14S | 8W | 600 | 690.00 | 28 | 618 | 3-27-91 |
| Alexander Strow | Deed | 2-28-91 | SE¼ of NE¼ E½ of SE¼ SW¼ of SE¼ | 23 | 14S | 8W | 160 | 160.00 | 29 | 25 | 4-16-91 |
| John G. Seifert | Deed | 2-28-91 | N½ of SW¼ S½ of NE¼ & SE¼ | 7 | 10S | 6W | 325.28 | 437.92 | 29 | 61 | 5-13-91 |
| John G. Seifert | Deed | 2-28-91 | S½ of SW¼ | 7 | 10S | 6W | 85.63 | 256.89 | 29 | 64 | 5-13-91 |
| John G. Seifert | Deed | 2-28-91 | NW¼ of NW¼ Lot 2 | 17 | 10S | 6W | 52.24 | 78.36 | 29 | 67 | 5-13-91 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Isaac Heath | Deed | 2-28-91 | S½ of SE¼ Lots 1 & 2 | 13 | 14S | 8W | 124.08 | 187.02 | 29 | 81 | 5-23-91 |
| Arthur W. Hawley | Deed | 2-28-91 | Lot 2 | 21 | 14S | 6W | 34.75 | 86.87 | 29 | 148 | 6-18-91 |
| Annie E. Laws | Deed | 2-28-91 | All | 11 | 15S | 6W | 640 | 640.00 | 29 | 283 | 7-22-91 |
| Wm. Talley | Deed | 2-28-91 | SW¼ of NE¼ Lot 2 | 33 | 14S | 6W | 55.70 | 167.10 | 30 | 505 | 6-17-92 |
| Wm. Talley | Deed | 2-28-91 | NW¼ of NE¼ Lot 1 | 33 | 14S | 6W | 55.70 | 167.10 | 30 | 508 | 6-17-92 |
| Wm. Talley | Deed | 2-28-91 | SE¼ of NW¼ | 33 | 14S | 6W | 40 | 120.00 | 30 | 511 | 6-17-92 |
| George Spaght | Deed | 9-30-91 | NW¼ of SE¼ NE¼ of SW¼ | 35 | 13S | 6W | 80 | 200.00 | 32 | 64 | 10-29-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alice C. Ryder | Deed | 8-3-91 | Lot 1 | 31 | 13S | 7W | 16.76 | 58.66 | 32 | 153 | 12-27-92 |
| W. E. Doty | Deed | 12-5-92 | SW¼ of NW¼ | 7 | 10S | 6W | 44.93 | 89.86 | 32 | 224 | 3-2-93 |
| Charlotte Taylor | Deed | 2-28-91 | Lot 5 | 3 | 14S | 8W | 33.25 | 49.88 | 32 | 494 | 10-13-93 |
| W. W. Ryder | Deed | 6-18-94 | S½ of SW¼<br>NW¼ of SW¼ | 31 | 13S | 7W | 119.50 | 165.40 | 34 | 122 | 9-11-94 |
| Ranson Oakes | Deed | 1-29-94 | SW¼ | 3 | 14S | 6W | 160 | 320.00 | 32 | 488 | 10-22-95 |
| L. H. Hawley | Deed | 7-3-93 | SW¼ of SW¼<br>N½ of SE¼<br>Lot 1, SW¼, N½ | 15<br>21 | 14S | 6W | 624.38 | 1560.95 | 35 | 271 | 3-31-96 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Livima Rogers | Deed | 5-11-96 | S½ of NE¼ SE¼ of NW¼ NE¼ of SE¼ | 27 | 13S | 6W | 160 | 320.00 | 35 | 403 | 7-18-96 |
| Mrs. Sylvia J. Nichols | Deed | 5-11-96 | SE¼ of SW¼ | 3 | 15S | 6W | 40 | 100.00 | 35 | 509 | 9-5-96 |
| I. Durbin | Ctf | 2-3-96 | SW¼ of SE¼ (All right, title (and interest. | 29 | 13S | 7W | 40 | 114.00 | 35 | 553 | 10-23-96 |
| Willamette Pulp & Paper Co. | Deed | 4-8-01 | Lot 4 | 31 | 14S | 4W | 44.58 | 445.80 | 40 | 390 | 2-6-02 |
| Daniel E. Peggs | Deed | 11-16-91 | SE¼ of SE¼ | 33 | 13S | 6W | 40 | 80.00 | 36 | 614 | 9-24-98 |
| D. E. Peggs | Deed | 11-9-92 | NE¼ of SE¼ | 33 | 13S | 6W | 40 | 100.00 | 36 | 616 | 9-24-98 |

*vs. The United States*

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| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Elizabeth J. Headrick | Deed | 12-12-98 | Lot 5 (All (right, title (and interest. | 7 | 14S | 7W | 39.78 | 113-50 | 38 | 257 | 7-27-99 |
| Charles W. Laurens | Deed | 2-24-93 | W½ of SW¼ | 25 | 10S | 5W | 80 | 240.00 | 38 | 348 | 12-5-99 |
| Gustav Brock | Deed | 11-5-95 | SE¼ of SE¼ | 29 | 13S | 6W | 40 | 100.00 | 38 | 333 | 11-20-99 |
| Wm. J. Howel | Deed | 11-14-93 | Lots 1 & 2 | 5 | 14S | 7W | 31.39 | 62.78 | 38 | 452 | 4-21-00 |
| Willis Vidito | Deed | 5-28-00 | SE¼ of SW¼ | 1 | 14S | 8W | 40 | 180.00 | 38 | 495 | 7-5-00 |
| J. & M. Hayden | Deed | 7-29-01 | E½ of NE¼ ]NE¼ of SE¼ | 31 | 13S | 7W | 120 | 420.00 | 40 | 267 | 10-11-01 |
| M. W. Rubis | Deed | 4-8-01 | SE¼ of NW¼ | 5 | 14S | 7W | 40 | 140.00 | 40 | 450 | 3-18-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| M. W. Ruble | Deed | 4-8-01 | NE¼ of NW¼ | 5 | 14S | 7W | 39.77 | 139.20 | 40 | 451 | 3-18-01 |
| John H. Stauturf | Deed | 12-16-95 | Lot 1 | 3 | 14S | 6W | 42 | 108.20 | 42 | 68 | 9-25-02 |
| Lavina S. Childs | Deed | 11-3-02 | NE¼ of NW¼ | 1 | 14S | 8W | 39.75 | 119.25 | 42 | 218 | 2-4-03 |
| Walter S. Humphrey | Deed | 12-14-03 | NW¼ of NW¼ | 27 | 13S | 6W | 40 | 160.00 | 42 | 631 | 3-11-04 |
| J. H. Dorsey | Deed | 6-6-05 | NW¼ of NW¼ | 1 | 14S | 8W | 39.87 | 119.61 | 42 | 106 | 3-27-06 |
| Jeremiah Cries & Stark | QCD | 6-22-76 | W½ of NE¼ & NW¼ | 3 | 14S | 5W | 243.18 | | M | 299 | 1-30-78 |
| | | | Note: Deed recites lands are part of grantee's D. L. C. and request of commissioner G. L. O. to deed. | | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Joseph Gragg | QC | 3-14-92 | NE¼ of NE¼ | 35 | 13S | 6W | 40 | 200.00 | 30 | 498 | 6-13-92 |
| Guy A. Seeley | QC | 12-5-92 | N½ of NE¼ | 5 | 14S | 7W | 78.59 | 261.30 | 36 | 110 | 6-7-97 |
| Willamette Pulp & Paper Co. | QC | 2-15-97 | Lot 1 | 7 | 12S | 4W | 160 | 16.00 | 36 | 186 | 9-8-97 |
| John A. Buchanan | QC | 7-26-97 | Lot 1 | 5 | 13S | 5W | 26.58 | 159.48 | 36 | 219 | 10-6-97 |
| Elvin Witham | QC | 4-8-01 | Lot 8 | 29 | 11S | 5W | 38.76 | 110.47 | 40 | 141 | 6-1-01 |
| G. H. Woodbury | QC | 4-8-01 | NE¼ | 5 | 15S | 6W | 161.51 | 403.77 | 40 | 156 | 6-19-01 |
| James Spencer | QC | 12-17-00 | S½ of SW¼ | 21 | 13S | 7W | 80 | 280.00 | 40 | 169 | 6-22-01 |
| Ida Miller | QC | 12-1-02 | NW¼ of NW¼ | 19 | 14S | 6W | 40.58 | 121.74 | 46 | 362 | 11-20-06 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Daisy Starr Peterson | QC | 6-8-83 | NE¼ of NW¼ | 23 | 13S | 6W | 40 | 200.00 | 46 | 429 | 1-3-07 |
| Geo. H. Woodbury | QC | 11-8-97 | NE¼ | 9 | 15S | 6W | 160 | 400.00 | 36 | 374 | 2-15-98 |
| C. B. Starr | QC | 10-3-98 | Lots 1 & 2 | 29 | 14S | 5W | 4.99 | 9.50 | 38 | 71 | 2-23-99 |
| John Smith | QC | 11-27-99 | Lot 4 | 25 | 12S | 5W | 13.37 | 63.51 | 38 | 379 | 1-30-00 |
| Geo. Spaght | QC | 2-15-97 | SW¼ of NW¼ | 35 | 13S | 6W | 40 | 120.00 | 38 | 450 | 4-17-00 |
| Annie Bengen | QC | 12-12-98 | N½ of NE¼ | 17 | 13S | 6W | 80 | 240.00 | 40 | 420 | 2-26-02 |
| Samuel H. Moore | QC | 3-3-02 | W½ of NW¼ | 33 | 10S | 5W | 80 | 300.00 | 40 | 614 | 7-1-02 |
| Samuel H. Moore | QC | 3-3-02 | S½ of SE¼ | 29 | 10S | 5W | 80 | 200.00 | 42 | 617 | 7-1-02 |
| H. Hirshberg | QC | 1-13-02 | S½ofSW¼&SW¼ | 1 | 13S | 7W | 240 | 798.00 | 42 | 13 | 7-26-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| H. Hirshberg | QC | 1-13-02 | N½ | 1 | 13S | 7W | 385 | 1280.13 | 42 | 15 | 7-26-02 |
| Ralph R. Whitehead | QC | 7-7-02 | SE¼ of SE¼ | 29 | 13S | 7W | 40 | 120.00 | 42 | 170 | 12-16-02 |
| G. A. Peterson | QC | 7-7-02 | NW¼ of NW¼ | 23 | 13S | 6W | 40 | 200.00 | 42 | 181 | 12-20-02 |
| Edward Ryder | QC | 4-11-98 | Lot 5 | 29 | 13S | 7W | 18 | 54.00 | 42 | 255 | 3-25-03 |
| Isaac Durbin | QC | 5-11-96 | SW¼ of SE¼ | 29 | 13S | 7W | 40 | 114.00 | 42 | 258 | 3-26-03 |
| John B. Erickson | QC | 2-2-03 | SE¼ | 19 | 10S | 5W | 160 | 480.00 | 42 | 289 | 4-21-03 |
| John B. Erickson | QC | 2-2-03 | W½ of NE¼ SE¼ of NE¼; NW¼ | 29 | 10S | 5W | 280 | 840.00 | 42 | 291 | 4-21-03 |
| Samuel H. Moore | QC | 6-8-03 | SE¼ of NW¼ | 33 | 10S | 5W | 40 | 120.00 | 42 | 422 | 8-17-03 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| T. C. Baker | QC | 4-4-04 | W½ of SW¼ | 33 | 10S | 5W | 80.88 | 242.64 | 44 | 137 | 8-19-04 |
| E. M. Kimball | LWD | 12-7-05 | SW¼ of SE¼ | 35 | 13S | 8W | 40 | 140.00 | 46 | 125 | 4-28-06 |
| Reuben C. Keyer | LWD | 9-15-85 | Lots 4 & 5 | 1 | 14S | 6W | 20 | 108.78 | T | 374 | 3-22-86 |
| H. B. Nichols | LWD | 4-9-86 | N½ of SE¼<br>NE¼ of SW¼ | 3 | 15S | 6W | 120 | ( 24.00<br>(216.00 | V | 75 | 11-9-86 |
| Hiram H. Starr | LWD | 9-2-85 | Lot 1 | 9 | 14S | 8W | 31 | 46.50 | V | 79 | 11-11-86 |
| H. B. Nichols | LWD | 9-14-86 | Lots 1, 2, 3, 4<br>Lot 1 | 35<br>25 | 14S | 6W | 190.01 | ( 40.02<br>(340.00 | V | 111 | 12-14-86 |
| James H. Russell | LWD | 3-5-86 | W½ of NW¼<br>Lot 6 | 29 | 13S | 7W | 103.89 | ( 76.56<br>( 79.27 | V | 318 | 6-7-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Richard J. Grant | LWD | 8-22-87 | Lot 2, 3, 4 | 9 | 10S | 6W | 68.39 | ( 68.43<br>( 68.35 | V | 470 | 10-12-87 |
| Mrs. Agnes C. Horton | LWD | 9-2-85 | NW¼ of NW¼ | 3 | 15S | 6W | 39.81 | ( 8.52<br>( 71.10 | V | 623 | 1-19-88 |
| W. R. Calloway | LWD | 11-15-87 | Lot 2 | 31 | 10S | 4W | 4.66 | 35.42 | V | 637 | 2-1-88 |
| Wm. W. Ryder | LWD | 12-5-87 | SW¼ of SE¼ | 31 | 13S | 7W | 40 | 50.00 | X | 20 | 2-29-88 |
| W. W. Lynch | LWD | 1-15-87 | Lot 5 | 11 | 10S | 6W | 13.92 | 27.85 | X | 303 | 11-8-88 |
| Thomas Warfield | LWD | 9-2-85 | Lots 8 & 9 | 7 | 14S | 7W | 69.73 | 125.00 | 29 | 84 | 5-25-91 |
| George Houck | LWD | 10-21-85 | N½ of NE¼ | 17 | 15S | 5W | | 214.68 | | | |
| | | | NW¼ of N½ of SW¼ | 7 | 15S | 5W | 328.51 | 214.60 | 42 | 105 | 10-29-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| George W. Houck | LWD | 10-21-85 | E½ of NE¼<br>N½ of SE¼ | 7 | 15S | 5W | 160 | 120.00 | 42 | 108 | 10-29-02 |
| William Taylor<br>Joseph C. & | LWD | 4-8-87 | Lot 5 | 9 | 14S | 8W | 24.34 | ( 10.89<br>( 25.62 | 44 | 330 | 2-13-05 |
| Peter Polly | LWD | 5-24-79 | Lots 2, 3, 4 | 9 | 14S | 8W | 102.56 | 128.20 | M | 547 | 6-16-79 |
| Thomas J. Dennis | LWD | 5-24-79 | Lots 6, 7, 8 | 9 | 14S | 8W | 91.30 | 182.60 | M | 567 | 7-25-79 |
| Charlotte Taylor | LWD | 5-24-79 | NE¼ of SW¼<br>Lot 4 | 3 | 14S | 8W | 63.60 | 130.76 | M | 570 | 7-25-79 |
| John A. Bounds | LWD | 5-24-79 | SW¼ of SW¼<br>SW¼ of SE¼<br>Lot 1, 2, 3, 4, 5 | 1 | 15S | 6W | 163.20 | 90.00 | M | 630 | 10-27-79 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. C. Cavel | Cont | 6-27-98 | SE¼ of SE¼ | 3 | 15S | 6W | 40 | 120.00 | 1 Msc | 220 | 8-21-06 |
| Ole B. Reed | Cont | 2-14-00 | SE¼ of SE¼ | 29 | 13S | 7W | 40 | 120.00 | 40 | 33 | 1-24-01 |
| Wm. S. Chastain | Cont | 2-26-95 | W½ of SW¼ S½ of NW¼ | 7 | 14S | 8W | 156.15 | 390.38 | 34 | 440 | 8-26-95 |

State of Oregon )
County of Benton )ss.

I hereby certify that the foregoing 3 sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 22, 1912.

S. N. WARFIELD,

(Seal.) County Recorder of Benton County, Oregon.

## LINN COUNTY, OREGON.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Linn County, Oregon, prior to November 1, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Eli M. Michaels | B&S | 11-20-74 | Lots 1, 2, 3 & 4 | 23 | 14S | 3W | 68.55 | 218.56 | 2 | 26 | 11-16-75 |
| James Conaway | B&S | 11-26-74 | Lot 1 | 29 | 14S | 1W | 19 | 47.50 | P | 537 | 10-7-75 |
| Selden S. Warner | B&S | 11-26-74 | Lot 3 | 15 | 15S | 3W | 19.82 | 89.19 | P | 270 | 5-27-75 |
| Henry Coleman | B&S | 9-9-75 | Lots 1, 2 & 3 | 7 | 15S | 2W | 72.42 | 50.45 | P | 551 | 10-9-75 |
| Selden S. Warner | B&S | 9-9-75 | Lot 2 | 15 | 15S | 3W | 29.73 | 133.80 | 2 | 75 | 1-19-76 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Josephine Curl | B&S | 9-9-75 | SE¼ of NE¼ SW¼ of NE¼ | 23 | 11S | 1W | 80 | 99.00 | 2 | 302 | 3-6-76 |
| Samuel D. Holt | B&S | 9-9-75 | Lots 1, 6 & 7 | 3 | 16S | 3W | 60.82 | 218.96 | V | 566 | 6-1-80 |
| Geo. M. Clark | B&S | 9-9-75 | Lots 4, 5 & 6 | 19 | 11S | 1E | 46.18 | 83.13 | P | 574 | 10-18-75 |
| Wm. McHargue | B&S | 9-9-75 | SW¼ of NE¼ SE¼ of NW¼ Lots 2, 3, 4, 5, 6 & 7. | 31 | 13S | 2W | 162.71 | 366.10 | P | 487 | 11-1-75 |
| Joseph Bilyeu | B&S | 2-16-76 | Lot 6 | 15 | 10S | 2W | 10 | 36.00 | 2 | 386 | 4-11-76 |
| Noah Shanks | B&S | 2-16-76 | NW¼ of NW¼ | 3 | 15S | 1W | 40.91 | 81.82 | 2 | 518 | 6-7-76 |
| John W. Conaway | B&S | 2-16-76 | NE¼ of NW¼ | 3 | 15S | 1W | 41.14 | 82.28 | 2 | 519 | 6-7-76 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| John Bilyeu | B&S | 8-17-76 | NE¼ of SW¼ | 17 | 10S | 1E | 40 | 72.00 | 2 | 601 | 8-30-76 |
| H. Bryant | B&S | 8-17-76 | Lots 1, 2 & 3 | 5 | 10S | 1E | 39.40 | 75.42 | 2 | 808 | 1-1-77 |
| Robt. Carey | WD | 5-24-79 | Lot 1 | 23 | 10S | 2W | 39.20 | 98.00 | T | 721 | 6-30-79 |
| B. F. Munkers | WD | 5-24-79 | Lots 1 & 2 | 15 | 10S | 2W | 8.64 | 38.83 | V | 130 | 10-27-79 |
| Thos. C. Sloper | WD | 5-24-79 | Lot 2 | 21 | 9S | 2E | 24 | 72.00 | V | 156 | 11-5-79 |
| Anthony Weddle | WD | 5-24-79 | Lots 4 & 5 | 35 | 9S | 1E | 108.79 | 217.58 | V | 361 | 1-31-80 |
| | | | Lots 1 & 6 | 1 | 10S | 1E | | | | | |
| M. Barrigan | WD | 5-24-79 | N½ of NE¼ | 3 | 15S | 1E | 81.40 | 162.80 | V | 567 | 6-9-80 |
| Wm. E. Arnold | WD | 5-24-79 | E½ of NW¼ | 23 | 10S | 1W | 80 | 160.00 | W | 621 | 12-22-82 |

vs. The United States

5981

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| David & Jas. W. McDowell | WD | 5-24-79 | E½ of NE¼ | 31 | 14S | 1E | 80 | 200.00 | 27 | 6 | 1-11-83 |
| Wm. B. Blain (Heirs of) | WD | 5-24-79 | Lots 4 & 5 | 19 | 14S | 2W | 43.15 | 107.87 | 27 | 613 | 6-11-84 |
| Samuel Heigley | WD | 5-24-79 | N½ of SW¼ | 21 | 9S | 1E | 80 | 160.00 | 29 | 447 | 11-27-85 |
| James C. Calloway | WD | 2-26-80 | N½ of NW¼ NE¼; N½ of SE¼; SE¼ of SE¼; | 27 | 13S | 2W | 360 | 660.00 | W | 43 | 10-1-80 |
| Wm. Fields | WD | 2-26-80 | NW¼ of SW¼ | 33 | 14S | 1E | 40 | 160.00 | 31 | 272 | 11-4-86 |
| Selden Warner | WD | 2-26-80 | Lots 2 & 3 | 17 | 15S | 2W | 39.11 | 88.00 | 46 | 597 | 9-26-93 |
| Washington Adams | WD | 5-27-80 | W½ of SW¼ & Lots 3 & 4 | 5 | 16S | 1W | 150.19 | 375.47 | 27 | 281 | 7-10-83 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| George S. Miller | WD | 2-1-81 | SE¼ of NW¼ | 33 | 14S | 1W | 40 | 81.00 | W | 216 | 2-9-81 |
| Chas. W. Richardson | WD | 2-1-81 | SW¼ of SW¼ | 15 | 10S | 1E | 40 | 60.00 | W | 219 | 2-9-81 |
| Joseph L. Miller | WD | 2-1-81 | N½ of NE¼ | 23 | 11S | 1W | 80 | 100.00 | W | 222 | 2-9-81 |
| Frank Blair | B&S | 1-19-78 | N½ of NW¼ | 3 | 15S | 1E | 79.80 | 200.00 | W | 665 | 9-23-81 |
| George S. Miller | B&S | 1-19-78 | W½ of NW¼<br>NE¼ of SW¼<br>NW¼ of SE¼ | 33 | 14S | 1W | 160 | 360.00 | 27 | 272 | 7-3-83 |
| William Baker | B&S | 1-19-78 | Lot 5 | 13 | 9S | 1W | 39.50 | 59.25 | 44 | 172 | 3-15-92 |
| John Marshall | B&S | 1-19-78 | N½ of SE¼ | 23 | 11S | 1W | 80 | 90.00 | R | 566 | 2-9-78 |
| Joseph Stewart | B&S | 1-19-78 | N½ of NE¼ | 21 | 15S | 1W | 80 | 180.00 | R | 592 | 2-18-78 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lyman W. Pomeroy | B&S | 1-19-78 | S½ of SE¼ | 25 | 10S | 2W | 80 | 200.00 | R | 699 | 3-26-78 |
| Wm. R. Kirk | QC | 12-16-72 | NE ¼of NE¼ | 23 | 14S | 3W | 40 | 108.00 | M | 12 | 7-16-73 |
| James Pearl | QC | 12-16-72 | Lot 8 | 23 | 14S | 3W | 3.69 | 33.61 | N | 36 | 5-6-74 |
| United States | QC | 12-15-84 | NW¼ of SE¼ NE¼ of SW¼ | 29 | 14S | 1E | — | 1.00 | 29 | 576 | 4-14-86 |
| Robt. Warner | B&S | 2-28-91 | W½ of NE¼ | 33 | 9S | 3E | 80 | 200.00 | 39 | 637 | 3-31-91 |
| Wm. Burge | B&S | 2-28-91 | E½ of NE¼ | 31 | 9S | 2E | 80 | 200.00 | 42 | 16 | 4-3-91 |
| Jane Jamieson | B&S | 2-28-91 | W½ of NE¼ | 31 | 9S | 2E | 80 | 200.00 | 42 | 13 | 4-3-91 |
| Chas. E. Clark | B&S | 2-28-91 | SE¼ of NE¼ NE¼ of SE¼ | 21 | 11S | 1E | 80 | 160.00 | 42 | 30 | 4-6-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James Clark | B&S | 2-28-91 | SW¼ of NW¼ | 21 | 11S | 1E | 40 | 80.00 | 42 | 36 | 4-6-91 |
| John A. Robnett | B&S | 2-28-91 | SE¼ of SW¼ | 33 | 14S | 1W | 40 | 140.00 | 42 | 42 | 4-7-91 |
| John Calway Mayo | B&S | 2-28-91 | SW¼ of NW¼ | 31 | 9S | 3E | 43.51 | 130.53 | 42 | 45 | 4-8-91 |
| William Coy | B&S | 2-28-91 | NE¼ of SE¼ | 3 | 10S | 2E | 40 | 1.00 | 42 | 67 | 4-17-91 |
| Adam Wunder | B&S | 2-28-91 | Lot 1 | 31 | 9S | 1E | 23.35 | 58.37 | 42 | 83 | 4-24-91 |
| Robt. Glass | B&S | 2-28-91 | Lots 2 & 3 | 13 | 14S | 2W | 65.07 | 130.14 | 42 | 93 | 4-29-91 |
| Esther Shepherd | B&S | 2-28-91 | N½ of NE¼ | 3 | 9S | 3E | 80 | 200.00 | 42 | 100 | 5-1-91 |
| James T. Nave | B&S | 2-28-91 | N½ of NW¼ Lots 1 & 2 | 31 | 11S | 1E | 117.19 | 175.78 | 42 | 130 | 5-13-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Henry F. Bodeker | B&S | 2-28-91 | S½ of SE¼ | 33 | 9S | 2E | 80 | 160.00 | 42 | 210 | 6-1-91 |
| J. R. Geddes | B&S | 2-28-91 | SW¼ of NW¼ | 33 | 9S | 3E | 40 | 100.00 | 42 | 232 | 6-9-91 |
| John S. Thomas | B&S | 2-28-91 | NW¼ of NW¼ | 7 | 10S | 2E | 43.09 | 64.63 | 42 | 313 | 7-18-91 |
| J. M. Dorrance | B&S | 2-28-91 | SE¼ of SW¼ | 19 | 9S | 2E | 40 | 140.00 | 42 | 363 | 2-21-91 |
| Santiam Lumbering Co. | B&S | 2-28-91 | NW ¼ of SE¼ | 31 | 9S | 3E | 40 | 100.00 | 42 | 408 | 9-23-91 |
| Jas. Warner & Robt. Warner | B&S | 2-28-91 | NE¼ of SE¼ | 33 | 9S | 3E | 40 | 100.00 | 42 | 460 | 10-19-91 |
| Spruce Hall & Beach Hall | B&S | 2-28-91 | E½ of SW¼ | 13 | 10S | 1W | 80 | 170.00 | 42 | 498 | 11-5-91 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| David Myers | B&S | 2-28-91 | W½ of NW¼ SE¼ of NW¼ | 17 | 10S | 1E | 120 | 240.00 | 42 | 514 | 11-13-91 |
| George H. Jones | B&S | 2-28-91 | W½ of SE¼ | 19 | 9S | 2E | 80 | 120.00 | 42 | 539 | 11-24-91 |
| Joseph L. Turnidge | B&S | 2-28-91 | SE¼ of NW¼ NE¼ of SW¼ | 33 | 9S | 3E | 80 | 240.00 | 44 | 150 | 3-9-92 |
| Joseph L. Turnidge | B&S | 2-28-91 | NW¼ of SW¼ | 33 | 9S | 3E | 40 | 120.00 | 44 | 153 | 3-9-92 |
| A. R. McDonald | B&S | 2-28-91 | S½ of NW¼ | 25 | 10S | 1W | 80 | 160.00 | 44 | 176 | 3-16-92 |
| A. R. McDonald | B&S | 2-28-91 | N½ of NW¼ | 25 | 10S | 1W | 80 | 160.00 | 44 | 180 | 3-16-92 |
| Haman T. Thomas | B&S | 2-28-91 | SE¼ & Lots 3 & 4 | 1 | 10S | 1E | 178.44 | 223.05 | 44 | 324 | 5-17-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Joseph E. Turnidge | B&S | 2-28-91 | SE¼ of SW¼ | 25 | 11S | 1W | 40 | 60.00 | 44 | 542 | 9-22-92 |
| Mary Flatman | B&S | 2-28-91 | NW¼ of NE¼ | 11 | 10S | 1E | 40 | 100.00 | 46 | 301 | 4-11-93 |
| Mary Flatman | B&S | 2-28-91 | SE¼ of NE¼<br>NE¼ of SE¼ | 11 | 10S | 1E | 80 | 240.00 | 46 | 304 | 4-11-93 |
| J. W. Drury | B&S | 2-28-91 | NE¼ of NW¼ | 31 | 9S | 3E | 40 | 100.00 | 46 | 331 | 4-22-93 |
| L. Wallace | B&S | 2-28-91 | SW¼ of NE¼<br>NW¼ of NW¼<br>Lots 1, 2 & 3 | 19 | 11S | 1E | 135.21 | 202.81 | 49 | 268 | 1-28-95 |
| Wm. Cyrus | B&S | 2-28-91 | Lot 1 | 31 | 10S | 1E | 33.57 | 83.92 | 50 | 413 | 2-24-96 |
| Milton Washburn | B&S | 2-28-91 | SE¼ of SE¼ | 33 | 14S | 1W | 40 | 68.00 | 57 | 617 | 5-17-97 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Joel Vail | B&S | 2-28-91 | N½ of NW¼ | 23 | 12S | 1E | 80 | 200.00 | 63 | 246 | 1-4-99 |
| Wm. T. Pierce | B&S | 2-28-91 | SW¼ of SE¼ | 33 | 14S | 2W | 40 | 100.00 | 63 | 249 | 8-15-99 |
| Joseph Leeper | B&S | 2-28-91 | S½ of SE¼ | 23 | 10S | 1W | 80 | 160.00 | 63 | 254 | 6-24-01 |
| P. F. Madden | B&S | 8-3-91 | N½ of NW¼ | 31 | 9S | 4E | 73.36 | 183.40 | 44 | 57 | 2-4-92 |
| Peter Chance | B&S | 8-3-91 | Lots 2 & 3 | 29 | 14S | 1W | 20.08 | 70.28 | 44 | 80 | 2-15-92 |
| Newman Goodman, Joseph Goodman & Maurice Goodman | B&S | 8-3-91 | E½ of SE¼ SW¼ of SE¼ | 25 | 11S | 1W | 120 | 180.00 | 46 | 266 | 3-28-93 |
| Lot S. Harris | B&S | 8-3-91 | NW¼ of NW¼ | 23 | 10S | 1W | 40 | 80.00 | 49 | 299 | 2-28-95 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Kate S. Robertson | B&S | 9-30-91 | NE¼ of NW¼ | 35 | 9S | 3E | 40 | 100.00 | 44 | 1 | 1-6-92 |
| Sanford Cochran | B&S | 9-30-91 | Lot 4 | 29 | 14S | 1W | 8.58 | 25.74 | 48 | 300 | 3-17-94 |
| Spruce Hall & Beach Hall | B&S | 11-16-91 | NE¼ of SE¼ | 13 | 10S | 1W | 40 | 80.00 | 44 | 24 | 1-15-92 |
| J. S. Thomas | B&S | 11-16-91 | NE¼ of NW¼ | 7 | 10S | 2E | 40 | 60.00 | 44 | 107 | 2-24-92 |
| James M. Knight | B&S | 12-21-91 | N½ of NW¼ NW¼ of NE¼ & Lot 1 | 17 | 15S | 2W | 157.52 | 334.42 | 44 | 87 | 2-18-92 |
| W. W. Martin | B&S | 3-14-92 | N½ of SE¼ SE¼ of SE¼ | 35 | 9S | 3E | 120 | 270.00 | 44 | 197 | 3-24-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hubbard Bryant | B&S | 3-14-92 | N½ of NW¼ SW¼ of NW¼ | 25 | 10S | 2W | 120 | 240.00 | 44 | 216 | 4-2-92 |
| L. F. Thomas | B&S | 4-18-92 | NE¼ of SE¼ | 7 | 10S | 2E | 40 | 60.00 | 44 | 328 | 5-17-92 |
| Sarah M. Smelser | B&S | 4-18-92 | SW¼ of NW¼ | 23 | 10S | 1W | 40 | 80.00 | 44 | 524 | 9-14-92 |
| Chas. T. Craft | B&S | 4-18-92 | NW¼ of NW¼ | 5 | 11S | 1E | 38.86 | 77.72 | 49 | 358 | 4-18-95 |
| John Y. Crocker | B&S | 9-5-92 | S½ of NW¼ | 19 | 10S | 1E | 79.95 | 160.00 | 63 | 252 | 5-15-00 |
| J. J. DuBruille | B&S | 9-5-92 | N½ of NW¼ | 3 | 10S | 3E | 71.51 | 160.00 | 44 | 570 | 10-7-92 |
| Elijah Goin | B&S | 9-5-92 | Lot 3 | 7 | 10S | 2W | 23.76 | 118.80 | 46 | 166 | 2-8-93 |
| Geo. A. Spencer | B&S | 11-9-92 | SE¼ of SW¼ | 27 | 9S | 3E | 40 | 100.00 | 63 | 257 | 8-27-03 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R. E. Thomas | B&S | 12-5-92 | SE¼ of NW¼ | 7 | 10S | 2E | 40 | 60.00 | 49 | 147 | 11-17-94 |
| E. D. & H. B. Moyer | B&S | 5-8-93 | S½ of SE¼ | 31 | 14S | 1E | 243.79 | 633.85 | 46 | 408 | 5-29-93 |
| | | | N½ of N½ | 5 | 15S | 1E | | | | | |
| John C. Morgan | B&S | 5-8-93 | E½ of SW¼ | 5 | 15S | 1W | 120 | 300.00 | 46 | 511 | 8-15-93 |
| | | | SE¼ of NW¼ | | | | | | | | |
| George B. Hartmus | B&S | 5-8-93 | N½ of NW¼ | 31 | 9S | 2E | 82.57 | 313.77 | 48 | 114 | 11-29-93 |
| G. S. & D. E. Stayton | B&S | 5-8-93 | S½ of SW¼ | 5 | 10S | 2E | 120 | 240.00 | 48 | 425 | 6-23-94 |
| | | | SW¼ of SE¼ | | | | | | | | |
| J. Hutchins | B&S | 7-3-93 | NW¼ of SE¼ | 5 | 10S | 2E | 80 | 160.00 | 46 | 547 | 9-6-93 |
| | | | NE¼ of SW¼ | | | | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robt. Dixon | B&S | 7-3-93 | N½ of SE¼ & NE¼ | 33 | 9S | 2E | 240 | 720.00 | 46 | 567 | 9-13-93 |
| L. E. Blain & S. E. Young | B&S | 1-29-94 | S½ | 9 | 12S | 1E | 320 | 800.00 | 48 | 256 | 2-10-94 |
| Conrad Muller | B&S | 1-29-94 | SE¼ of SE¼ | 33 | 9S | 3E | 40 | 100.00 | 49 | 78 | 10-17-94 |
| Henry Lyons | B&S | 1-29-94 | SE¼ of SW¼ ,Lots 5 & 6 | 13 | 9S | 1E | 111.65 | 334.95 | 57 | 43 | 4-16-96 |
| L. E. Blain & S. E. Young | B&S | 4-30-94 | S½ of N½ | 9 | 12S | 1E | 160 | 400.00 | 48 | 394 | 5-25-94 |
| Philipina Warner | B&S | 10-15-94 | SW¼ of SW¼ E½ of NE¼ | 27 33 | 9S | 3E | 120 | 300.00 | 49 | 180 | 11-30-94 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. T. Craft | B&S | 10-15-94 | SE¼ of SW¼ | 5 | 11S | 1E | 40 | 100.00 | 57 | 53 | 4-22-96 |
| Matilda Eifert | B&S | 10-15-94 | Lots 1 & 2<br>N½ of SW¼ | 11 | 10S | 1E | 120.44 | 301.10 | 57 | 132 | 5-29-96 |
| Anthony Bender | B&S | 10-15-94 | NW¼ of SE¼ | 11 | 10S | 1E | 40 | 100.00 | 57 | 165 | 6-29-96 |
| Amanda C. Knight | B&S | 2-4-95 | N½ of NW¼<br>NW¼ of NE¼<br>Lot 1 | 17 | 15S | 2W | 157.52 | 1.00 | 49 | 402 | 6-1-95 |
| Chas. E. Clark | B&S | 2-4-95 | NW¼ of SE¼ | 21 | 11S | 1E | 40 | 80.00 | 63 | 256 | 2-12-03 |
| G. W. Epler | B&S | 5-6-95 | N½ of NE¼ | 31 | 9S | 4E | 80 | 200.00 | 49 | 456 | 7-2-95 |
| J. M. Phillips | B&S | 5-6-95 | NW¼ of NE¼ | 31 | 15S | 2W | 40 | 80.00 | 57 | 66 | 4-25-96 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. Warner | B&S | 5-6-95 | NE¼ of NW¼ | 33 | 9S | 3E | 40 | 100.00 | 57 | 471 | 1-15-97 |
| J. P. Williams | B&S | 11-5-95 | Lot 6 & SE¼ of NW¼ | 21 | 9S | 1E | 65 | 162.50 | 57 | 450 | 12-28-96 |
| Henry Lyons | B&S | 12-16-95 | SW¼ of SE¼ Lots 7 & 8 | 13 | 9S | 1E | 119.17 | 357.50 | 63 | 244 | 8-6-98 |
| Mrs. S. A. Berry | B&S | 5-11-96 | SW¼ of NW¼ | 35 | 9S | 2E | 40 | 100.00 | 57 | 629 | 6-4-97 |
| Harvey Shelton | B&S | 11-9-96 | NE¼ of NE¼ | 17 | 10S | 2E | 40 | 100.00 | 63 | 250 | 1-4-00 |
| Rebecca Ann Doty | B&S | 11-9-96 | SE¼ of SE¼ | 31 | 11S | 1E | 40 | 100.00 | 63 | 243 | 6-27-98 |
| T. M. Downing | B&S | 2-18-97 | SE¼ of NE¼ | 29 | 11S | 1E | 40 | 80.00 | 63 | 245 | 10-18-98 |
| Bernice Wilson | B&S | 7-26-97 | S½ of SW¼ | 9 | 15S | 1W | 80 | 280.00 | 63 | 241 | 10-19-97 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S. P. Chapman | QC | 4-11-98 | SW¼ of SW¼ | 23 | 9S | 1E | 40 | 140.00 | 59 | 533 | 6-25-98 |
| W. H. Nicollson | B&S | 8-29-98 | NE¼ of NW¼ | 5 | 10S | 3E | 36.78 | 91.95 | 63 | 253 | 9-28-00 |
| John C. Morgan | B&S | 12-12-98 | NW¼ of SW¼ | 5 | 15S | 1W | 40 | 120.00 | 65 | 501 | 4-4-00 |
| H. B. Moyer | B&S | 12-12-98 | S½ of N½ | 5 | 15S | 1E | 160 | 480.00 | 63 | 247 | 5-15-99 |
| W. W. Craft (Duplicate) | QC | 5-4-99 | SW¼ of NW¼ | 5 | 11S | 1E | 40 | 80.00 | 63 | 248 | 5-29-99 |
| R. E. Warner & Wm. E. Warner | B&S | 11-7-99 | NW¼ | 3 | 15S | 2W | 158.69 | 320.00 | 65 | 382 | 2-8-00 |
| W. H. Hesseman & J. Schroeder | QC | 11-27-99 | S½ of SW¼ | 29 | 9S | 4E | 80 | 280.00 | 65 | 427 | 3-5-00 |
| T. S. Hensley | QC | 12-26-99 | NW¼ of NE¼ | 35 | 9S | 3E | 40 | 180.00 | 69 | 408 | 6-5-02 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| D. H. Pierce | QC | 5-28-00 | SE¼ of NE¼ N½ of SE¼ & Lot 4 | 17 | 15S | 2W | 148.60 | 311.50 | 67 | 213 | 12-18-00 |
| Justin Wentworth & G. K. Wentworth | QC | 6-25-00 | N½ of SE¼ | 31 | 14S | 1E | 160 | 1200.00 | 67 | 63 | 8-6-00 |
| | | | SE¼ of NW¼ | 3 | 15S | 1E | | | | | |
| | | | NE¼ of SE¼ | | | | | | | | |
| James W. Cox | QC | 10-29-00 | N½ of NE¼ | 31 | 11S | 1E | 80 | 304.00 | 67 | 262 | 1-30-01 |
| Justin & Geo. K. Wentworth | QC | 2-3-02 | S½ of NW¼ | 33 | 14S | 1E | 80 | 600.00 | 69 | 324 | 4-21-02 |
| The Curtiss Lbr. Co. | B&S | 8-11-02 | S½ of SE¼ | 29 | 9S | 3E | 80 | 200.00 | 63 | 255 | 10-3-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consider-ation | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Marshall S. Clark | QC | 9-7-03 | SW¼ of NE¼ | 21 | 11S | 1E | 40 | 100.00 | 75 | 166 | 11-11-03 |
| Robt. S. Shaw | QC | 1-4-04 | SW¼ of NW¼<br>N½ of SW¼ | 3 | 10S | 3E | 120 | 300.00 | 75 | 303 | 1-22-04 |
| Booth-Kelly Lbr. Co. | QC | 2-8-04 | NE¼ of SE¼<br>S½ of SE¼<br>SE¼ of SW¼ | 13 | 15S | 1W | 160 | 880.00 | 78 | 422 | 1-16-05 |
| Booth-Kelly Lbr. Co. | QC | 12-1-04 | NE¼ of NW¼ | 11 | 15S | 1W | 40 | 280.00 | 78 | 636 | 6-17-05 |
| August D. Anderson | QC | 2-24-05 | Lots 2 & 3<br>Lot 1 | 27<br>35 | 9S | 2E | 127.85 | 383.55 | 83 | 175 | 9-24-06 |
| D. H. Pierce | QC | 6-27-05 | SW¼ of NE¼<br>SE¼ of SE¼ | 17 | 15S | 2W | 80 | 200.00 | 80 | 192 | 10-28-05 |

| Grantee | Instrument | Date | Description | Will. Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. C. & Henry Lyons | WD | 7-28-85 | SE¼ of NW¼ NE¼ of SW¼ | 19 | 9S | 2E | 80 | 200.00 | 31 | 518 | 6-28-87 |
| George Hanson | WD | 8-5-85 | SW¼ of SW¼ | 27 | 15S | 1W | 40 | 100.00 | 31 | 218 | 10-11-86 |
| Thos. Iorns | WD | 8-12-85 | SE¼ | 21 | 9S | 1E | 160 | 220.00 | 80 | 561 | 4-18-06 |
| Elizabeth Hermann | WD | 8-12-85 | NE¼ | 25 | 9S | 1E | 160 | 400.00 | 31 | 91 | 7-10-86 |
| Earnest Wendt | WD | 8-18-85 | NW¼ of SE¼ SE¼ of SE¼ | 17 | 10S | 1E | 80 | 180.00 | 31 | 2 | 5-26-86 |
| Lyman Wright | WD | 8-18-85 | N½ of SW¼ | 33 | 14S | 2W | 80 | 240.00 | 31 | 12 | 5-31-86 |
| Isaac Banta | WD | 9-2-85 | NE¼ of SE¼ | 3 | 12S | 1E | 40 | 100.00 | 33 | 285 | 1-13-88 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| James H. Stephens | WD | 9-2-85 | S½ of NE¼ | 29 | 13S | 2W | 80 | 200.00 | 29 | 563 | 3-30-86 |
| Chas. W. Richardson | WD | 9-2-85 | SE¼ of SW¼ SW¼ of SE¼ | 15 | 10S | 1E | 80 | 110.00 | 31 | 43 | 6-24-86 |
| James A. Richardson | WD | 9-2-85 | NE¼ of NE¼ | 27 | 10S | 1W | 40 | 80.00 | 31 | 322 | 12-13-86 |
| Henry K. Arnold | WD | 9-15-85 | S½ of SE¼ | 13 | 10S | 1W | 80 | 90.00 | 29 | 545 | 3-15-86 |
| Peter R. Bilyeu | WD | 9-15-85 | NW¼ of SW¼ | 17 | 10S | 1W | 40 | 100.00 | 31 | 28 | 6-15-86 |
| Mitchell Wilkins | WD | 9-23-85 | N½ of NE¼ SE¼ of NE¼ NE ¼of SE¼ | 35 | 15S | 3W | 160 | 400.00 | 35 | 154 | 3-7-89 |
| John Boyce | WD | 9-23-85 | NW¼ | 27 | 9S | 1E | 160 | 400.00 | 29 | 555 | 3-25-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. T. Beckwith | WD | 9-23-85 | N½ of SE¼ (SE¼ of SE¼ | 15 | 10S | 1E | 120 | 150.00 | 29 | 579 | 4-16-86 |
| J. P. Williams | WD | 9-23-85 | SW¼ of NE¼ & Lot 7 | 21 | 9S | 1E | 58.20 | 138.25 | 33 | 144 | 10-21-87 |
| Hiram H. Smith | WD | 10-21-85 | E½ of SW¼ of SE¼ | 35 | 12S | 4W | 20 | 300.00 | 31 | 32 | 6-18-86 |
| John Bryant | WD | 10-21-85 | Lots 1, 2, 3, 4, 5 & 6; NE¼ of SW¼ | 3<br>9 | 10S<br>10S | 1E<br>1E | 92.99 | 146.24 | 31 | 46 | 6-24-86 |
| George W. Phillips | WD | 10-21-85 | NW¼ of SW¼ | 18 | 10S | 1W | 43.24 | 129.72 | 31 | 56 | 6-26-86 |
| S. D. Keeney | WD | 10-21-85 | S½ of SW¼ | 29 | 14S | 1E | 80 | 200.00 | 35 | 390 | 7-19-89 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S. D. Keeney | WD | 10-21-85 | SW¼ of SE¼ | 29 | 14S | 1E | 40 | 100.00 | 35 | 394 | 7-19-89 |
| Abner D. Gardner | WD | 2-2-86 | Lots 4 & 5 | 27 | 9S | 2E | 63.78 | 159.37 | 29 | 597 | 4-30-86 |
| Marion F. C. Gaines | WD | 3-5-86 | NE¼ of SE¼ | 25 | 10S | 2W | 40 | 80.00 | 65 | 317 | 12-28-99 |
| Ernst Wendt | WD | 5-7-86 | NE¼ of SE¼ | 17 | 10S | 1E | 40 | 100.00 | 31 | 144 | 8-31-86 |
| William Tucker | WD | 6-21-86 | Lots 7 & 8 N½ of SW¼ | 19 | 11S | 1E | 147 | 220.50 | 31 | 209 | 10-5-86 |
| Joel P. Williams | WD | 7-12-86 | Lot 5 | 21 | 9S | 1E | 47.24 | 70.86 | 33 | 147 | 10-21-87 |
| J. H. Wigle | WD | 7-28-86 | E½ of NE¼ | 9 | 15S | 2W | 80 | 200.00 | 31 | 137 | 8-28-86 |
| Mrs. Annie W. Jones | WD | 9-14-86 | W½ of NE¼ NE¼ of NW¼ | 19 | 9S | 2E | 120 | 180.00 | 31 | 299 | 12-2-86 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mrs. Annie W. Jones | WD | 9-14-86 | E½ of NE¼ | 19 | 9S | 2E | 80 | 120.00 | 31 | 304 | 12-2-86 |
| S. D. Keeney | WD | 11-2-86 | SW¼ of SE¼ | 33 | 14S | 1E | 40 | 120.00 | 35 | 399 | 7-19-89 |
| S. D. Keeney | WD | 11-2-86 | E½ of SW¼ SW¼ of SW¼ | 33 | 14S | 1E | 120 | 340.00 | 35 | 404 | 7-19-89 |
| W. W. Martin | WD | 1-15-87 | SW¼ of SE¼ | 35 | 9S | 3E | 40 | 90.00 | 33 | 482 | 7-14-88 |
| L. C. Miller | WD | 2-9-87 | Lot 3 & SE¼ of NW¼ | 23 | 9S | 1E | 77.26 | 193.15 | 33 | 590 | 10-16-88 |
| L. C. Miller | WD | 2-9-87 | N½ of NE¼ | 23 | 9S | 1E | 80 | 200.00 | 33 | 581 | 10-16-88 |
| L. C. Miller | WD | 2-9-87 | N½ of SW¼ | 23 | 9S | 1E | 80 | 200.00 | 33 | 603 | 10-16-88 |
| John Bryant | WD | 2-9-87 | N½ of NW¼ | 35 | 9S | 1E | 80 | 266.00 | 31 | 471 | 4-19-87 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| United States | B&S | 5-9-87 | NW¼ of NW¼ | 33 | 18S | 4W | | 1.00 | 33 | 64 | 9-8-87 |
| | | | NW¼ of SE¼ | 29 | 14S | 1E | | | | | |
| | | | NE¼ of SW¼ | | | | | | | | |
| | | | SE¼ of NW¼ | 29 | 11S | 1E | | | | | |
| Sarah L. Cooper | WD | 7-13-87 | Lot 1 | 13 | 14S | 2W | 38.70 | 115.00 | 33 | 75 | 9-9-87 |
| Martin Gilleran | WD | 8-22-87 | S½ of NE¼ Lots 1 & 2 | 3 | 10S | 2E | 158.97 | 320.00 | 33 | 117 | 10-3-87 |
| Lewis T. Henness | WD | 9-20-87 | N½ of NE¼ (being Lots) (1 & 2 ) | 3 | 10S | 3E | 70.49 | 160.00 | 33 | 239 | 12-7-87 |
| Judson Loofbourrow | WD | 10-5-87 | S½ of NW¼ | 19 | 11S | 1E | 84.43 | 126.65 | 35 | 18 | 12-12-88 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lyman Wright | WD | 10-5-87 | NW¼ of SE¼ | 33 | 14S | 2W | 40 | 140.00 | 42 | 600 | 12-21-91 |
| Cornelia E. Rainwater | WD | 11-15-87 | SW¼ of NW¼ | 19 | 9S | 2E | 120 | 330.00 | 33 | 290 | 1-16-88 |
| John Bryant | WD | 11-15-87 | W½ of SW¼ NE¼ | 35 | 9S | 1E | 160 | 440.00 | 39 | 369 | 12-9-90 |
| J. W. Drury | WD | 11-15-87 | NW¼ of NW¼ | 31 | 9S | 3E | 43.58 | 108.95 | 46 | 327 | 4-22-93 |
| J. H. Walker | WD | 6-29-89 | Lots 3 & 4 SW¼ of NW¼ | 31 | 9S | 3W | 130.95 | 622.00 | 44 | 336 | 5-21-92 |
| George Bender | WD | 6-29-89 | NE¼ of NE¼ | 11 | 10S | 1E | 40 | 133.00 | 44 | 351 | 6-2-92 |
| Jos. E. Berry & Henrietta L Berry | WD | 6-29-89 | SW¼ of SE¼ | 31 | 11S | 1E | 40 | 95.00 | 44 | 537 | 9-19-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| David S. Myers | WD | 6-29-89 | SE¼ of SE¼ | 21 | 11S | 1E | 40 | 171.00 | 48 | 1 | 10-11-93 |
| Seth Rockwell | WD | 6-29-89 | SW¼ of NE¼ | 31 | 10S | 1E | 40 | 114.00 | 59 | 468 | 5-5-98 |
| Santiam Lumbering Co. | QC | 3-14-92 | S½ of SE¼ | 31 | 9S | 3E | 80 | 400.00 | 44 | 303 | 5-6-92 |
| John A. Shaw | QC | 3-14-92 | S½ of SW¼ | 33 | 9S | 3E | 80 | 380.00 | 44 | 306 | 5-6-92 |
| Christopher Silbernagel | WD | 3-14-92 | SW¼ of SW¼ | 11 | 10S | 1E | 40 | 140.00 | 44 | 355 | 6-2-92 |
| J. R. Geddes | QC | 3-14-92 | S½ of NE¼ | 31 | 9S | 4E | 80 | 200.00 | 44 | 395 | 6-23-92 |
| John H. Geddes | QC | 3-14-92 | NW¼ of SW¼ | 5 | 10S | 3E | 40 | 171.00 | 44 | 401 | 6-28-92 |
| James S. Mills | WD | 3-14-92 | NE¼ of SE¼ | 29 | 9S | 2E | 40 | 140.00 | 46 | 34 | 11-22-92 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C. H. Glunz | QC | 3-14-92 | NW¼ of SW¼ | 27 | 14S | 1W | 40 | 152.00 | 46 | 87 | 12-28-92 |
| B. Frank Arnold | QC | 11-9-92 | S½ of SW¼ | 31 | 9S | 3E | 83.39 | 248.47 | 59 | 493 | 5-18-98 |
| J. G. Barr | QC | 2-24-93 | S½ of SW¼ | 3 | 10S | 3E | 80 | 200.00 | 78 | 201 | 9-27-04 |
| John H. Geddes | QC | 10-15-94 | NW¼ of SE¼ | 5 | 10S | 3E | 40 | 200.00 | 59 | 332 | 1-31-98 |
| Mrs. E. Schneider | QC | 2-4-95 | NE¼ of SW¼ | 15 | 9S | 1W | 40 | 240.00 | 59 | 62 | 8-3-97 |
| Mary Flatman | QC | 5-11-96 | SW¼ of NE¼ | 11 | 10S | 1E | 40 | 180.00 | 61 | 62 | 10-31-98 |
| Chas. K. Spaulding | QC | 2-15-97 | Lots 1 & 2 | 13 | 10S | 4W | 29.93 | 150.00 | 59 | 205 | 10-16-97 |
| Seth Rockwell | QC | 7-26-97 | SE¼ of NE¼ | 31 | 10S | 1E | 40 | 120.00 | 59 | 471 | 5-5-98 |
| Louisa M. Cary | QC | 7-26-97 | E½ of NE¼ | 21 | 10S | 1E | 80 | 320.00 | 59 | 126 | 9-28-97 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Matilda Eifert | QC | 7-26-97 | S½ of SW¼ SW¼ of SE¼ | 23 | 11S | 1E | 120 | 480.00 | 67 | 140 | 10-5-00 |
| Joseph Leeper | QC | 7-26-97 | NE¼ of SE¼ | 23 | 10S | 1W | 40 | 120.00 | 67 | 437 | 6-24-01 |
| Isaiah Platt | QC | 7-26-97 | SE¼ of NE¼ | 25 | 10S | 1W | 40 | 120.00 | 78 | 120 | 8-2-04 |
| Henry F. Ellis | QC | 11-8-97 | Lot 3 | 31 | 9S | 3E | 43.45 | 152.07 | 59 | 396 | 3-12-98 |
| John H. Geddes | QC | 12-20-97 | SE¼ of SE¼ | 5 | 10S | 3E | 40 | 200.00 | 59 | 365 | 2-16-98 |
| J. B. McDonell | QC | 4-11-98 | SE¼ of NE¼ | 25 | 14S | 2W | 40 | 120.00 | 65 | 443 | 3-12-00 |
| H. Trinwith | QC | 6-6-98 | SE¼ of SE¼ | 29 | 9S | 4E | 40 | 120.00 | 83 | 198 | 10-31-06 |
| John C. Morgan | QC | 12-12-98 | SW¼ of NW¼ | 5 | 15S | 1W | 40 | 140.00 | 65 | 518 | 4-4-00 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. E. Farmer | QC | 2-6-99 | Lots 3 & 4 | 35 | 9S | 2E | 82.20 | 287.70 | 75 | 76 | 9-28-03 |
| A. R. McDonald | QC | 5-1-99 | W½ of NE¼ | 25 | 10S | 1W | 80 | 280.00 | 67 | 177 | 11-15-00 |
| F. Domogala | QC | 6-12-99 | Lot 6 | 29 | 9S | 1E | 20 | 120.00 | 65 | 226 | 11-7-99 |
| W. W. Haines & Co. | QC | 8-21-99 | N½ of NW¼ | 11 | 10S | 2E | 80 | 360.00 | 67 | 1 | 5-24-00 |
| E. C. Baker | QC | 8-21-99 | Lots 1 & 2 | 19 | 14S | 2W | 12.40 | 35.00 | 75 | 267 | 1-4-04 |
| J. R. Geddes | QC | 10-9-99 | NW¼ of NW¼ | 33 | 9S | 3E | 40 | 200.00 | 67 | 225 | 12-27-00 |
| Grace M. Pearse | QC | 11-27-99 | SW¼ of NE¼ | 3 | 10S | 3E | 40 | 140.00 | 67 | 274 | 2-9-01 |
| Grace M. Pearse | QC | 11-27-99 | NW¼ of SE¼ | 3 | 10S | 3E | 40 | 140.00 | 67 | 276 | 2-9-01 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Justin Wentworth & Geo. K. Wentworth | QC | 6-25-00 | Sundry lands in Secs. 31 & 33, Secs. 3, 5, 11, 13 Secs. 1, 3, 5, 9, 11, 15 17, 21, 23, 25, | 31 | 14S<br>14S<br>15S<br>15S<br>15S | 1E<br>2E<br>1E<br>2E<br>2E | 9850.33 | 73877.48 | 67 | 65 | 8-6-00 |
| Almira Jakes | QC | 9-3-00 | S½ of SE¼ | 21 | 10S | 1E | 80 | 440.00 | 67 | 249 | 1-19-01 |
| Fred A. Pepperling | QC | 9-3-00 | NE¼ of NE¼ | 23 | 10S | 1E | 40 | 200.00 | 73 | 56 | 10-28-02 |
| Fred A. Pepperling | QC | 9-3-00 | NE¼ of NE¼ | 23 | 10S | 1E | 40Dup. | 200.00 | 73 | 461 | 4-30-03 |
| J. B. Withey | QC | 10-29-00 | S½ of SW¼ | 31 | 9S | 4E | 72.30 | 216.90 | 69 | 55 | 12-10-01 |
| C. E. Mills | QC | 12-17-00 | NE¼ of SW¼ | 29 | 9S | 2E | 40 | 140.00 | 67 | 451 | 7-2-01 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Archibal B. Myers | QC | 12-17-00 | SW¼ of SW¼ | 27 | 11S | 1E | 40 | 140.00 | 73 | 481 | 5-9-03 |
| James S. Mills | QC | 2-18-01 | NW¼ of SE¼ | 29 | 9S | 2E | 40 | 140.00 | 67 | 446 | 6-28-01 |
| John H. Geddes | QC | 4-8-01 | SW¼ of SE¼ | 5 | 10S | 3E | 40 | 114.00 | 67 | 490 | 8-16-01 |
| W. W. Haines & Co. | QC | 6-10-01 | SW¼ of NE¼ | 11 | 10S | 2E | 40 | 247.00 | 67 | 601 | 10-26-01 |
| W. W. Haines & Co | QC | 7-29-01 | NW¼ of NE¼ | 11 | 10S | 2E | 40 | 247.00 | 67 | 599 | 10-26-01 |
| Ephriam Shepherd | QC | 12-2-01 | SW¼ of SW¼ | 15 | 9S | 1W | 40 | 240.00 | 69 | 287 | 4-8-02 |
| Justin & Geo. K Wentworth | QC | 2-3-02 | S½ of NW¼ | 33 | 14S | 1E | 80Dupl | 600.00 | 69 | 324 | 4-21-02 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Justin & Geo. K. Wentworth | QC | 2-3-02 | Sundry lands in | | | | 2157.60 | 16182.00 | 69 | 326 | 4-21-02 |
| | | | Secs. 33, | | 14S | 1E | | | | | |
| | | | Secs. 1, 9, | | 15S | 1E | | | | | |
| | | | Secs. 7, 13, 27, | | 15S | 2E | | | | | |
| Willamette Pulp & Paper Co. | QC | 4-7-02 | Lot 6 | 11 | 9S | 1W | 7.67 | 75.00 | 69 | 450 | 6-23-02 |
| W. C. Brown | QC | 7-7-02 | SE¼ of SW¼ | 15 | 9S | 1W | 40 | 300.00 | 73 | 197 | 1-5-03 |
| O. M. Aplet | QC | 11-3-02 | SW¼ of SE¼ | 5 | 11S | 1E | 40 | 120.00 | 73 | 285 | 2-17-03 |
| Curtiss Lbr. Co. | QC | 11-3-02 | W½ of SE¼ | 33 | 9S | 3E | 1050.96 | 10250.00 | 73 | 282 | 2-17-03 |
| | | | N½ of NW¼ & | | | | | | | | |
| | | | NE¼ | 9 | 10S | 3E | | | | | |
| | | | NE¼ | 15 | 10S | 3E | | | | | |
| | | | All | 5 | 10S | 4E | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| J. F. Potter | QC | 1-5-03 | S½ of SE¼ | 23 | 9S | 1E | 80 | 260.00 | 73 | 551 | 6-15-03 |
| John A. McRae | QC | 7-6-03 | NW¼ of SE¼ | 21 | 9S | 2E | 40 | 100.00 | 75 | 203 | 12-5-03 |
| Robt. C. Pepperling | QC | 11-2-03 | NE¼ of NW¼ | 23 | 10S | 1E | 40 | 160.00 | 78 | 70 | 6-29-04 |
| D. S. Myers | QC | 1-4-04 | NW¼ of NW¼ | 27 | 11S | 1E | 40 | 140.00 | 75 | 554 | 4-5-04 |
| George Neibert | QC | 5-9-04 | Lot 4 | 15 | 9S | 1W | 43.06 | 215.30 | 78 | 140 | 8-17-04 |
| The Booth-Kelly Lbr. Co. | QC | 12-1-04 | Sundry lands in | | | | 2531.20 | 17718.40 | 78 | 634 | 6-17-05 |
| | | | Secs. 7, 9, 15, 17, | | 15S | 1E | | | | | |
| | | | Sec. 11, | | 15S | 1W | | | | | |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Record Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| The Booth-Kelly Lbr. Co. | QC | 5-9-04 | Sundry lands in | | | | 1244.71 | 5578.78 | 78 | 638 | 6-17-05 |
| | | | Secs. 13, | | 15S | 1W | | | | | |
| | | | Secs. 17, 19, 21, | | 15S | 1E | | | | | |
| | | | Sec. 13, | | 16S | 1W | | | | | |
| Not in Linn County | | | Secs. 15 & 21 | | 20S | 2W | | | | | |
| Nelson Hansen | QC | 10-3-04 | NE¼ of NE¼ | 27 | 10S | 1E | 40 | 240.00 | 83 | 117 | 8-14-06 |
| D. H. Pierce | QC | 6-27-05 | SE¼ of NW¼ & Lot 5 | 17 | 15S | 2W | 51.96 | 129.90 | 80 | 190 | 10-28-05 |
| W. W. Haines & Co. | QC | 7-1-05 | SE¼ of NW¼ | 11 | 10S | 2E | 40 | 200.00 | 80 | 398 | 2-19-06 |
| S. V. Hall | QC | 7-20-05 | S½ of SW¼ | 17 | 10S | 1E | 120 | 540.00 | 80 | 259 | 12-5-05 |
| | | | SW¼ of SE¼ | | | | | | | | |

O. & C. R. R. Co., et al.

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wm. C. Skelton | QC | 8-9-05 | Lots 4 & 5 | 31 | 11S | 1E | 54 | 270.00 | 80 | 254 | 12-2-05 |
| Lucia C. Richardson | QC | 8-9-05 | NW¼ of NW¼ | 17 | 11S | 1E | 40 | 120.00 | 80 | 411 | 2-26-06 |
| Timothy F. Cowgill | QC | 9-8-05 | S½ of NW¼ | 15 | 15S | 1W | 80 | 320.00 | 80 | 547 | 4-13-06 |
| Star Mill & Flume Co. | QC | 3-1-06 | Sundry lands in Secs. 5, 9, 11, 13 | | 11S | 1E | 1720.39 | 21632.40 | 83 | 211 | 10-20-06 |
| | | | Sec. 7, | | 11S | 2E | | | | | |
| Thomas Iorns | Ctf | 10-28-82 | SE¼ | 21 | 9S | 1E | 160 | 220.00 | 27 | 372 | 10-13-83 |
| James Warner & Robt. Warner | Ctf | 5-31-89 | NE¼ of SE¼ | 33 | 9S | 3E | 40 | 100.00 | 35 | 455 | 8-20-89 |
| Joel Vail | Ctf | 9-4-89 | N½ of NW¼ | 23 | 12S | 1E | 80 | 200.00 | 35 | 524 | 9-18-89 |

| Grantee | Instrument | Date | Description | Will Mer. S. | T. | R. | Acres | Consideration | Record Bk | Pg | Date of Record |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Robt. Warner | Ctf | 2-27-90 | W½ of NE¼ | 33 | 9S | 3E | 80 | 200.00 | 37 | 274 | 3-10-90 |
| John H. Geddes | Ctf | 7-16-90 | NW¼ of SW¼ | 5 | 10S | 3E | 40 | 171.17 | 39 | 486 | 1-31-91 |
| J. G. Barr | Ctf | 7-12-93 | S½ of SW¼ | 3 | 10S | 3E | 80 | 200.00 | 49 | 264 | 1-21-95 |
| John H. Geddes | Ctf | 7-16-94 | NW¼ of SE¼ | 5 | 10S | 3E | 40 | 200.00 | 48 | 472 | 8-6-94 |
| Oregon & California Railroad Company | QC | 7-21-03 | NE¼ of NE¼ E½ of SE¼ | 25 | 14S | 2W | — | 1.00 | 75 | 1 | 7-30-03 |
| do | QC | 12-30-04 | S½ | 1 | 10S | 2E | — | 1.00 | 78 | 581 | 5-1-05 |

State of Oregon )
County of Linn )ss.

I hereby certify that the foregoing seven sheets correctly show the Record Book and Page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 20th, 1912.

GRANT FROMAN,

(Seal.)

County Recorder of Linn County, Oregon.

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